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"SOME FUNCTIONS AND DUTIES OF A MEDICAL PRACTITIONER IN CRIMINAL COURTS,"

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10th June, 1933.

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Current Topics.

The Trinity Law Sittings.

RATHER more than the usual fall in the number of cases down for hearing is shown by the figures for the Trinity Law Sittings, which commenced on Tuesday. The total decrease is 209, the number of cases being 1,972 altogether, as against 2,181 for the corresponding period of last year. These figures are partly accounted for by a decline of eighty-three in the number of undefended causes in the Probate, Divorce and Admiralty Division, the total decline in that division being 108. In the King's Bench Division the decrease is fifty-three, there being 891 actions awaiting trial. There are, however, six more actions in the commercial list and three more set down under O. XIV than last year, while the New Procedure List contains as many as 153 actions. In the Chancery Division there is a slight increase of fifteen actions, the figure this year being 176. The appeals to the Divisional Court show a decrease of forty-nine. The number of appeals to the Court of Appeal continue to show an increase over last year's figures, the number this term being 134, which is exactly double the number for the corresponding term of last year. Of the final appeals, ninety come from the King's Bench Division, eight from the Probate, Divorce and Admiralty Division, and seventeen from the county courts in workmen's compensation cases. This increase can, however, afford little encouragement to those who have observed the dismaying general trend of the statistics during the last few years.

Paid Chairman of Quarter Sessions.

WITH the ever-increasing importance of the work done in county quarter sessions, it becomes more and more anomalous that the chairmen of these courts are unsalaried, and, moreover, in many instances, have had no qualification in the shape of legal training. True it is, that despite this latter handicap, the work as a rule has been satisfactorily done, the explanation of this being that the presiding justices have in questions of difficulty been content to be guided by the efficient clerk of the peace, and, further, because they themselves have possessed what, in his admirable work, "Le Système Judiciaire de la Grande Bretagne," the late COMTE DE FRANQUEVILLE called "*une parfaite honorabilite, une indépendance absolue et cet incomparable don de la race britannique: un parfait bon sens.*" It was, however, early recognised that in London, at any rate, it was expedient that a trained lawyer should preside in the old Middlesex sessions, and so, about the middle of last century, Serjeant ADAMS, familiarly known as JACK ADAMS, was appointed a paid judge, creating some amusement to members of the Bar by immediately giving it out that he had the authority of Lord DENMAN for saying that he ought to be addressed in court as "my lord"—a claim for which the sole foundation was the remark of the chief justice, when asked by ADAMS whether there would be any impropriety in the members of the Bar addressing him as "my lord," that there could be no objection to their styling him what they pleased, provided they did not call him Jack when he was on the bench, as that might appear disrespectful to a judge! After ADAMS' day the practice of paying the chairman of the old Middlesex sessions appears to have been continued, and, as is generally known, both the chairman and deputy-chairman of the London sessions, which took over a large part of the Middlesex sessions work, are salaried judges. Since the separation of the sessions, effected by the Local Government Act, 1888, the chairman and deputy-chairman of what may be called for this purpose the new Middlesex sessions, have rendered gratuitous service. Now, when Sir MONTAGU SHARPE, K.C., who has acted as chairman for twenty-five years, contemplates retiring from office, a committee of the justices have put forward a proposal that for the future both the chairman and the deputy-chairman should be paid, and further, that Sir SIDNEY ROWLATT, who recently retired from the High Court Bench, should be invited to accept the office of chairman, while Sir THOMAS FORSTER, K.C., should continue to act as deputy-chairman, but should receive a salary. When this interesting proposal came before the full meeting of the justices it was turned down, at all events, for the moment. Possibly the justices may see in the suggested alteration of the constitution of the courts a derogation from their own dignity, or possibly they may be cavilling at the additional expense to the county, or they may prefer to stand on the ancient ways. Whatever may be thought of the proposal of the committee in this instance, the question of the more efficient equipment of county quarter sessions by having paid judges, as there have long been in the borough sessions, will have to be faced.

The Lotteries and Betting Report.

MANY important reforms are proposed in the final Report of the Royal Commission on Lotteries and Betting, published on the 8th June. Although it is only a year since the Commission was appointed under the able chairmanship of Sir SIDNEY ROWLATT, the present Report amply covers the exceedingly wide field submitted for investigation. One of the most eagerly awaited of the Commission's recommendations is that relating to lotteries, and many will be disappointed to learn that it is the opinion of the Commissioners that the institution of large lotteries in this country is undesirable. The Report advocates the strengthening of the existing law against the promotion, advertising, selling tickets or printed matter relating to any foreign or illegal lotteries, including information about the results of drawings and

prizes, except in so far as such publication is simply news and free from any tendency to encourage participation in such lotteries. It is also recommended that any moneys proved in proceedings under the Lottery Acts to be contributions to foreign or illegal lotteries or intended as prizes for such lotteries should be forfeited to the State. With regard to betting generally, the Commissioners distinguish "on-the-course" betting from "off-the-course" betting. In the former case it is proposed that the management of a course should be entirely separate from the provision of betting facilities, and should have no financial interest in such provision. A bookmaker on courses other than those approved by the Racecourse Betting Control Board should not be charged more than twice the ordinary charge for admission, and should not be allowed on any racecourse to erect elaborate structures, but should stand at a fixed place with such portable equipment as he may require. The number of days on which betting facilities may be provided at a course should not exceed ten days in any calendar month or 100 days in any calendar year. Radical alterations of the law are recommended with regard to "off-the-course" betting. The registration of bookmakers, ready-money betting by post and by means of the deposit of bets in letter-boxes attached to the offices of bookmakers are three of the main methods proposed for the removal of the old reproach that the Betting Act, 1853, and the Street Betting Act, 1906, constitute class legislation. The publication of tips by persons engaged in this type of business should be made illegal. The majority of the Commissioners recommend that registered bookmakers should be allowed to conduct football combination betting at fixed odds in the same manner as other forms of betting, the minority being of the opinion that such betting should be completely abolished. The legalisation of private whist drives where the prize money does not exceed £20 is another welcome recommendation contained in the Report. (See *Bennett* v. *Ewens* [1928] 2 K.B. 371.) Licences to operate totalisators should only be granted by the Racecourse Betting Control Board to the management of approved horse racecourses. Fears have been expressed that the controversial nature of some of the main proposals may deter Parliament from attempting to put any of them into law in the near future. Reform of the gaming laws is, however, long overdue, and the Report should not be shelved indefinitely but treated as one of the more important of the matters requiring the attention of the Legislature.

Damages and Tax Deduction.

THE novel contention that damages for wrongful dismissal ought to be measured having regard to the amount of income tax and/or surtax which the employee would have had to pay had he continued in his employment, received the careful consideration of Mr. Justice DU PARCQ in his recent judgment in *Fairholme* v. *Thomas Firth and John Brown Ltd.* (*The Times*, 1st June). The damages were agreed at the sum of £18,000, and the defendant company admitted liability, the sole question for his lordship being whether the company was entitled to deduct such income tax and/or surtax from the agreed sum of damages. His lordship gave judgment for the plaintiff for £18,000, the agreed sum, without the deduction, and pointed out that the function of the judge was determined when there had been awarded to the plaintiff the equivalent of such salary as there was reasonable ground for thinking that he would have earned if the contract had not been broken. The incidence and extent of the tax were matters between the Crown and the employee and were no concern of the employer. His lordship quoted from *Jebsen* v. *East and West India Dock Company*, L.R. 10., C.P. 300, at p. 304, the statement that "this is a point which must have arisen so frequently that it is incredible that if sound it should never have been taken." His lordship added that he would be reluctant to give a decision which would alter an inveterate practice unless he were convinced that that practice was inconsistent with principle and unjust. The only injustice, if any, lay between the inequality of burdens as between taxpayers, a matter which was not the concern of the employer.

Involuntary Bailment.

JUDGING from the correspondence columns of the daily press, there would appear to be a recrudescence of that objectionable practice on the part of some too-enterprising tradesmen in sending goods to the houses of possible customers, unsolicited, in the hope that the recipients will retain the goods, and, of course, pay for them. In such cases it usually happens that the persons to whom the goods are sent are not only unwilling to keep them but are excessively annoyed to have been inconvenienced by having them dumped upon them, and some are inquiring as to their position in law in those circumstances. This happily is clear—they need do nothing, it being for the over-zealous tradesman to reclaim his goods which are not wanted; in other words, there is no legal obligation in the matter on the involuntary bailee, save, of course, that he must not do anything intentionally to damage the goods. Once or twice the exact position in law of a person to whom goods have been sent unasked has been considered by the court. In the old case of *Lethbridge* v. *Phillips*, 2 Starkie 544, a picture had been sent to the house of the defendant by the plaintiff without the knowledge of the defendant, and while in his house it was accidentally damaged and in respect of this the plaintiff sought to make the defendant liable. Chief Justice ABBOTT held that the action could not be sustained. "The defendant," as he said, "could not without his knowledge and consent be considered as a bailee of the property." In the later case of *Howard* v. *Harris*, Cab. & Ellis, 253, the plaintiff wrote to the defendant, the lessee of Drury Lane Theatre, stating that he was the author of a play which he desired the defendant to assist him in producing. To this the defendant replied that if the plaintiff would send a sketch of the play he would look through it. The plaintiff accordingly sent a sketch *and also the play itself*. Thereafter, nothing happened for some time, but eventually the plaintiff, becoming anxious about his bantling, wrote asking for the return of the play, and as it could not be found the plaintiff sued the defendant for damages. Mr. Justice WILLIAMS held that there was no case to go to the jury, for the plaintiff had chosen voluntarily to send to the defendant what the defendant had never asked for, and no duty of any kind was cast upon him with regard to what was thus sent. It is thus clear that those who send unsolicited articles do so at their own risk.

Short Cuts.

JUST as in the physical world short cuts, or what are deemed so, often turn out to be circuitous routes, and in consequence create difficulties and endless dissatisfaction, so in the sphere of legal work short cuts have not infrequently led to the same disastrous results. In two cases recently before the Court of Appeal this was demonstrated very markedly. In each of them an order had been made under Ord. XXV for the trial of a preliminary point of law which it was thought would obviate a lengthy investigation of the facts. The preliminary trial of the point of law was held, and one of the parties being, as is not uncommon, dissatisfied with the decision, appealed to the Court of Appeal, where the question involved was subjected to a close scrutiny, at the conclusion of which the court held that it was impossible to do justice between the parties without hearing all the facts, and as these were not available, there was nothing for it but to discharge the order for the trial of the preliminary point of law and remit the case in its entirety for hearing—a course which meant that all the costs theretofore incurred were thrown away. The moral is obvious; be wary about putting down a case for the decision of a preliminary point, as this may prove, as it did in those referred to, taking a short cut which eventuates only in a very roundabout and expensive journey.

The Cost of Litigation: More Elasticity Needed.

[CONTRIBUTED.]

THE general statute law as to the cost of litigation is contained in one short section of the Judicature Act, 1925, namely, s. 50, and the direction in Ord. 65, r. 1, is in very similar terms. Briefly, statute and order give judges an almost complete discretion in awarding costs to or against the parties to an action.

This freedom, theoretically so complete, is, as every lawyer knows, tightly fettered by practice and precedent. The general rule of practice is that "costs follow the event," and in logic nothing could be more reasonable. Thus, the plaintiff wins—clearly, then, the defendant has wrongfully resisted a claim that is proved fully justified. His wrongful resistance has caused his opponent to incur costs. There should have been no resistance, and justice requires that the plaintiff should be placed in the same position as if his claim had been acknowledged and met when first made. The best way to ensure this, so far as it can be ensured, is to make the defendant pay all his costs. Conversely, if the defendant wins, the event proves that he has been wrongly attacked and harried. He has incurred costs in defending himself, and the plaintiff who has attacked and harried him must pay for his defence. On such reasoning the practice is founded, and a judge who departs from it must find some special basis for doing so. The defeated litigant may have some slight mitigation in the difference between party and party and solicitor and client costs, and also on taxation, but the distinction is, in theory again, only between necessary and unnecessary expense in conducting the case to victory.

The short point to be submitted here is that the logic is too perfect for an imperfect work-a-day world, to the detriment both of the profession generally, which incurs obloquy and suffers because would-be litigants are frightened off by the expense, and of people with grievances which they believe the law could redress, but for which they hesitate to ask for redress because of the expense on a possible adverse decision. Thus they prefer to cut their losses and so comes the reproach that English justice is too dear.

The logic that if the plaintiff is right the defendant is wrong and vice versa may be worked out in a hypothetical case which has many parallels in the books. Thus, A conceives he has a claim against B, and consults his solicitor. The issue turns upon an obscurely drafted statute (one must not say slovenly). The solicitor, seeing a difficulty, refers it to counsel, who advises that A's claim is well founded. The solicitor writes to B, and invites him to meet it. B consults his solicitor, who in turn places a case before counsel, who advises resistance. Issue joined, A sues B, and recovers—with costs, of course, because B is proved wrong. B appeals, and the Court of Appeal by a majority allow the appeal. Costs both there and below awarded to B, because A is proved wrong. A appeals to the House of Lords, and wins by a majority of one; B then has to pay all the costs in all the courts, because he is proved to be wrong. As a variant it is, of course, possible for A to win by a majority of one in the House of Lords when all the judges in the lower courts have decided in B's favour, and the actual weight of judicial opinion is with him.

In such a case as the above the course of litigation proves that the theory of the successful litigant being 100 per cent. right, and the unsuccessful one 100 per cent. wrong is entirely unreasonable. In fact, in such a case as the above, it is possible, and indeed probable that A and B and all their advisers have acted throughout both reasonably and properly. The defeated litigant has been told by the Court of Appeal that he is right. He may be regarded as extremely unfortunate that his adversary has had the money and resolution to take him to the House of Lords, and still more so to be there defeated by a single vote. He may deem, perhaps rightly, that the calibre of the judges in his favour was vastly more impressive than that of the judges against him.

In the circumstances, how would a Solomon or Haroun al Raschid, untrammelled by precedent, deal with the matter? Perhaps he would make his Legislature pay all the costs for passing ambiguous laws, and cut off some of their heads. Fortunately or unfortunately, these remedies are not now available by our law. An untrammelled judge having to decide on a knife-edge of construction would do his utmost to temper his decision for the litigant whom it defeated and disappointed. The simplest method in his power would be to make the victorious one pay all the costs of both sides, always provided that they did not exceed the subject-matter of the dispute. If they exceeded the subject-matter in dispute, he would so leave matters as to make the victory as much worth while to the victor as possible without crushing the vanquished. As a matter of natural equity, perhaps it may be observed that the winner of a bet or a lawn-tennis match, and not the loser, pays for the subsequent refreshments.

A Haroun al Raschid would also have regard to the means of the litigants, which an English judge, deferring to the practice of costs following the event, can only do within very narrow limits.

An examination of the cases which bind judges in awarding costs will be of interest. A judge who deemed it equitable that the victorious litigant should pay his opponent's costs would be confronted by such authorities as *Nordon* v. *Defries* (1882), 8 Q.B.D. 508 (a case in which the head-note gives no clue to the observations of Brett, L.J., on pp. 520-2), and, more recently, *Kierson* v. *Thompson* [1913] 1 K.B. 587, an appeal from a county court, in which Cozens-Hardy, M.R., observed: "Assuming as I do that the judge had a discretion as to costs, it must be exercised judicially, and, in my opinion, it was not a judicial exercise of his discretion to order a party who has been completely successful and against whom no misconduct is even alleged, to pay costs." This, of course, is a decision that the statutory discretion is, as Merrivale, P., put it with respect to another one "a regulated discretion"—that is, regulated by the practice of the courts. *Harris* v. *Petherick* (1879), 4 Q.B.D. 611, may perhaps be regarded as a slight break in the rule; the plaintiff, who had recovered nominal damages only, was ordered to pay the defendant's costs. In *Fane* v. *Fane* (1879), 13 C.D. 228, the plaintiff obtained an order as of right, but was made to pay all the costs of his action. In many cases, no doubt, a judge will leave a successful party to pay his own costs, but to order him to pay those of his opponent is a much stronger measure. It is submitted, however, that in certain exceptional circumstances it would make justice more even. Sometimes indeed wealthy bodies will carry a test case to the House of Lords on this footing. To take a particular example, it is not to be supposed that the plaintiff in *Powell* v. *Kempton Park Racecourse Co.* [1899] A.C. 143, was out of pocket as the result of his defeat in "this friendly action" as it was openly acknowledged to be.

Another lively source of alarm to the would-be litigant, especially with a claim against a wealthy corporation or local authority or Government department, is the possibility of appeal, even to the House of Lords. If such a litigant, as plaintiff or defendant, formally notified his opponent before trial that he was ready to abide the decision of the court of first instance, the latter might be required to pay all costs on both sides of any appeal he made and in any event. Where leave to appeal has to be given, this is sometimes made a condition, but a free appellant cannot so be bound. It is submitted that no injustice would be caused by a rule for this purpose, for *primâ facie* the judge of first instance is right, and an appeal is a luxury. If a litigant knew that he could limit his expenses in this way, and avoid the risk of having them doubled or trebled or quadrupled, it seems

likely that he would much more readily seek the law's redress when advised he is entitled to it. If objection is taken that the system would lead to a one-sided right of appeal in favour of the wealthier party, the rule might provide for an appeal on similar terms for the one who had undertaken not to appeal. In fact, as the rules stand, it often happens that one party can afford to appeal, but not the other.

The question whether the private litigant should be indemnified for obtaining clear rulings on bungled statute or muddled case law is, of course, a much larger one, which at present must be left with a negative answer.

"Birkenhead: The First Phase."

THE late Lord Birkenhead's biography, which we knew was to be written by his son, the present Earl, has been awaited by lawyers with considerable interest. A great many members of the profession had watched the great man carve his way to eminence, had witnessed some of his forensic triumphs and had read in the contemporary papers of his successes in the fields of politics. To the young lawyers who remembered him, mainly, as Lord Chancellor or as Secretary of State perhaps, his name was familiar as that of one who, by refusing to grow old and by retaining ever the ebullient audacity of youth, had gained by the shortest and most brilliant paths the heights all seek to conquer, or at least to gaze upon from comparable levels. It will be recollected that Lord Birkenhead was the youngest Chancellor save Thurlow (who only beat him by a few months) since that high office was restricted to men of the law.

We are bound to say at once that, in our view, this first volume of the biography will come as a disappointment to many members of the legal profession. It is not that we have underrated the largeness of the task which lay before the youthful author, or have overlooked the difficulties in it, difficulties which could not have been lessened by the existence of the relationship between himself and the subject of the biography. In truth for a son to write his father's life is but rarely free from embarrassment, because he cannot ever be sure that his own impression of his father's attributes is that held by others or which of the two is right. All possible latitude should therefore be given to the natural bias of a son, whether on the one hand it turns towards drawing a picture perhaps unduly flattering of the subject, or whether on the other it turns towards obscuring, in order to satisfy a fancied public opinion, the higher lights which, in justice to the hero, ought to appear.

Our most serious criticism of this volume is that, in our opinion, far too little attention has been paid to the first Lord Birkenhead's life as a lawyer. It may be of course that in succeeding volumes the fact will be more fully demonstrated that he was not only a convincing advocate but a thoroughly sound lawyer. Those who briefed him found not only a ready tongue, but a well-stored mind at their service. In the volume before us, however, the somewhat bare recital of a few of the more sensational cases in which he was engaged does him, we think, less than justice. It is nowhere stated so far as we can see that he lectured while at Oxford in law as well as in history. Without such thorough grounding it may well be doubted whether, with all his other qualities, he would have risen to that eminence in the law which was finally his, or have occupied his high offices with so much public commendation. To suggest, as we think the book does, however unintentionally, that F. E. Smith's career up to the Great War was based merely upon an extraordinary, and, at that time, almost unexampled brilliance of wit or audacity or power of invective, is not the truest picture of a man who was then on his way to becoming a great lawyer as well as statesman. We should have liked to have heard more, and in greater detail, about the barrister who came forward in so short a time from obscurity to the very front of the stage.

Mr. Winston Churchill, in a characteristically phrased foreword to the book, says that the late Lord Birkenhead was "a wise statesman; a great jurist; a scholar; and a gay, brilliant, loyal, lovable being." We hope that we are perhaps hypercritical when we say that the author of the biography has rather portrayed him as a hard, cynical and ruthless careerist. The chapter on "Personality" is in the main our reason for this view.

This chapter is interposed towards the end of the book and is extremely interesting from many points of view. In it the author, seeking, as he puts it, to "take the machinery to pieces and expose the main-spring," has, however, not succeeded in showing why the assembled apparatus went as it did. What is required is not justification but explanation. Everyone knew or had heard that "F.E." was extravagant as well with money as with his physical and mental gifts. Other public figures in the last twenty years, however, and hardly less prominent ones, were equally extravagant, but they attracted not one tithe of the public gossip to their lives as did "F.E." The difference between them lay generally, we think, in the way in which the prodigality appeared. Lord Birkenhead was the least selfish of mankind. He was open-handed and generous, as the saying is, "to a fault," and there must be many members of the Bar, and of his acquaintance at any rate, who have reason to remember his unfailing help in times of difficulty. His clerk for many years had the self-imposed task of keeping from him would-be narrators of "hard-luck stories," knowing as he did that "F.E.'s" purse would open at the first words of distress.

The biographer very properly and very felicitously draws attention to the warmer and more domesticated side of Lord Birkenhead's character. We wonder whether in emphasising, as we think he does unduly, the arrogance and the "magnificence" as apart from the humanity of the man he is not likely however to leave an impression upon the minds of strangers and of succeeding generations of readers, which is far different from that held by "F.E.'s" friends and contemporaries. We look forward to seeing in the later volumes how the real man, as we conceive him to have been, with his consummate knowledge of human nature and of all classes of society, from the duke with whom he might dine to the working man to whom he addressed himself as a politician, emerged from the extravagant spendthrift of money and energy whose picture is drawn for us in the "First Phase."

The book is written in a pleasantly vigorous style. Many no doubt who are familiar with the legal anecdotes and gossip of the last twenty years will hardly recognise some of the "F. E. Smith" stories as these have been given, in many cases, surroundings and personalities quite new to tradition. The famous retort, for example, "We are both rude, but I am trying to be, while you cannot help it," was not made, if our memory serves us right, to the late Judge Willis, but to a fellow barrister (now a well-known county court judge) who shall remain nameless in these lines. These, however, are but small matters about which recollections well may differ. Ulstermen and those who take pride in Harcourt-street, Dublin, as the birth-place of Lord Carson may, however, take exception to his description as "Southern Irishman!" A number of clerical errors should and will no doubt be corrected in later editions. It is a little odd to see that in the list of those whose assistance to the author is acknowledged, the name of a now distinguished "silk" who was for many years secretary to Lord Birkenhead as Lord Chancellor should have been grievously mis-spelt.

Mr. Robert Exley Weatherhead, solicitor, of Bingley, Yorks, left estate of the gross value of £37,829, with net personalty £31,787. He left £1,000 to Bingley Cottage Hospital and £1,000 to Bingley Parish Church Curate Endowment Fund.

The Adoption of Private Roads.

It is a common complaint to-day that we suffer from an excess of legislation, that every year new Acts are passed imposing fresh rules and restrictions upon the citizens, and requiring for their observance a further corps of officials and inspectors, and that Parliament would do well to proclaim a temporary moratorium. There is a good deal to be said for this point of view, but, on the other hand, modern conditions of life are undergoing rapid changes, and the law has to keep pace with them. The Road and Rail Traffic Bill is the most recent example of such necessity for legislation. Another case arises where new law is needed, because existing enactments have got out of date and require revision. Correspondence in *The Times* has recently drawn attention to the hardships involved on frontagers in newly-developed areas by the adoption of the Private Street Works Act, 1892, in conditions which its authors could not have imagined, and which it was never intended to meet. It was passed as an improvement on the Public Health Acts under which local authorities spent money which they found they could not recover from property owners, and owners had no means of contesting the proposals until after the work was done. It was an Act passed in the interests of public health in growing towns, but far more to the advantage of the ratepayer than the owner of property.

In the year 1892 motor traffic did not yet exist, town-planning had not been heard of, and garden cities and suburbs were still a dream of the future. The preface to Scholefield and Hill's work on the Act (1902) records the fact that during the years 1898 to 1901 a sum averaging "no less than £1,250,000 per annum" was spent on private street and other similar improvements; to-day a single new road may cost the Road Fund and the ratepayers over a million. The Act was intended, as its title shows, to be applied to the construction of new streets in towns, i.e., highways with continuous lines of buildings, and it is not appropriate to the new type of building estate in purely rural surroundings which the motor car and coach have rendered possible since the war, intersected by roads with wide grass verges, quite unlike the paved and kerbed street. Yet local authorities which have adopted the Act regard it as the only means of converting a private into a public road, when this becomes necessary, and the result is that the frontagers are saddled with enormous expenses for "road charges" on the present standard of construction. Houses, we are told, have been sold for less than the amount of the charge for expenses levied under the Act. It is true that under s. 15 of the Act the local authority may contribute the whole or a portion of any private street works out of the rates—a provision inserted to get over certain decisions under the Public Health Acts—but this power is rarely exercised, and never to the full.

In settling the apportionment the authority is to have regard to "the greater or less degree of benefit to be derived by any premises from such works" (s. 10). In very many cases to-day the occupier of the premises, unless he possesses a motor car, derives no benefit at all from such works. The people who get the benefit are the ratepayers who travel in motor buses and the owners of motor vans and lorries who can now use a road which was formerly unsafe or even impossible. And yet the owner may have to pay the whole cost of making a road fit for heavy through traffic, in such a way that it is kept off the rates for a long time to come. There is a right to appeal to the Local Government Board (now the Ministry of Public Health) under the Public Health Act, 1875, by persons who are aggrieved by the decision of the local authority, but this is an expensive and risky proceeding.

The modern practice in laying out building estates in the neighbourhood of London is to include well-constructed concrete roads with footpaths and sewers. Purchasers are attracted by the announcement, "No road charges." Such private roads were quite unknown to the builders of forty years ago, and the Act of 1892 is not appropriate to them. The Highway Act, 1835, s. 23, prescribes a practicable method of dedicating such roads to public use after maintenance over an interval of twelve months without any charges on the frontagers, and it should be rescued from the disuse into which it fell in the last century, when new streets, but no new roads, were being made. It is not likely, however, that local authorities would regard its revival with any approval.

Mr. George Nichols Marcy.

As we go to press we learn, with regret, of the death of Mr. George Nichols Marcy, at the advanced age of eighty-nine. Born in 1844, Mr. Marcy was educated at Shrewsbury School, and was afterwards articled to his uncle, William Nichols Marcy, a well-known solicitor in Worcester, and for many years Clerk of the Peace for that county. Mr. Marcy passed his final solicitors' examination in 1866, obtaining a prize of The Law Society in the Honours Examination. He was, however, never admitted a solicitor, and almost at once decided to go to the Bar. He was called by Lincoln's Inn in 1869, having previously been awarded the Senior Real Property Exhibition by that Inn. Mr. Marcy will, perhaps, be best remembered by his useful work on "Originating Summonses," a book which is in almost universal use in Lincoln's Inn. He also edited a treatise, "An Epitome of Conveyancing Statutes." For many years the deceased counsel contributed conveyancing articles to our contemporary "The Law Times," and we believe was, until quite recently, responsible for "The Conveyancer" column in that journal. Mr. Marcy was a man of many parts—a sound lawyer and a notable personality in Lincoln's Inn in his day. It is not often that it is given to a man to keep his faculties and preserve his professional interests to nearly ninety years of age. We remember him as a strong, rather forceful character, but always a courteous gentleman. Mr. Marcy was a Past President of The Institute and was Lord of the Manor of Chelmarsh, where he resided.

Company Law and Practice.

CLXXXVI.

GUARANTEES OF DIVIDENDS.

Some observations on the subject of guarantees of dividends are prompted by the recent decision of Maugham, J., in *Re Walters' Deed of Guarantee: Walters' Palm Toffee Ltd.* v. *Walters* [1933] 1 Ch. 321.

A guarantee of a fixed dividend, or a guarantee of a certain standard of profit, is not infrequently given, particularly on the sale of a business to a company, but the giving of such a guarantee is, if not actually fraught with danger, an operation which needs to be carried out with a certain amount of circumspection. The difficulty which arises is this, that, if consideration be given by a company to the vendor of a business to that company which is attributable to the giving of the guarantee, it amounts, or may amount, to a payment of dividend out of capital; though this must depend on the way in which the transaction is carried out. It is pertinent to remember, however, that any transaction of such a kind is somewhat risky, for it would be idle to contend that vendors are prepared to give, as a general rule, a guarantee without some *quid pro quo*, in which event there may be trouble. In *Re Stuart's Trusts*, 4 Ch.D. 213, on a sale of a mining property to a company, the agreement for sale provided that the purchase money should be paid by instalments and a part of the last two instalments was to be set aside as a fund to implement a guarantee of a certain dividend on the purchasing company's shares.

The vendor guaranteed this dividend, and the company went into liquidation before the guarantee, which was for four years, had run out. The balance of the guarantee fund was held by trustees, who paid it into court on the liquidation. The guarantee was given by the vendor to the company alone, and Bacon, V.-C., held that the remainder of the guarantee fund was an asset of the company and should be paid to the liquidator, the contract being one with the company, and not with the individual shareholders. In *Re South Llanharran Colliery Co.*, 12 Ch.D. 503, a different result was arrived at, it being there held that the guarantee was for the benefit of the shareholders and not of the company, and moneys paid under it were not part of the general assets of the company available for distribution among its creditors.

In *Re Menell et Cie Ltd.* [1915] 1 Ch. 759, Warrington, J., had a case to decide which differed materially from the *South Llanharran Case* and was more like *Re Stuart's Trusts*. There was a fund in the nature of a guarantee fund, but it was to be provided out of the purchase money payable by the purchasing company which would otherwise have been paid to the vendor. Warrington, J., says, at p. 766 : " In the absence of any evidence that the stipulation was merely a device by which some part of the purchase money was to be appropriated to the payment of a dividend to their own shareholders there would have been no objection from the point of view of the Companies Acts, and nothing to prevent the court giving effect to the true construction of the agreement." His lordship then discussed the *South Llanharran Colliery Case*, and distinguished it on this ground. " It seems to me," he says, at p. 768, " that under this agreement what really happened was that the vendor and purchasing companies between them agreed to set apart and appropriate a portion of the purchase money for the satisfaction of the guarantee by the making of this deposit. There was no liability on the part of the vendor company to make this deposit except out of the purchase money. The money was and never ceased to be in reality the money of the purchasing company. It was paid by their cheque. It was in fact paid out of the money subscribed by the shareholders for their shares. The real meaning of the claim by the shareholders is that they claim to be paid out of the money subscribed the 10 per cent.—namely 2s. in every £1 subscribed by them—on the pretence that it is payable under the guarantee of the vendor company. It seems to me that this is an attempt by the contributories to get back a part of that which is or has been part of the moneys of the purchasing company and which is now divisible amongst its creditors." In the result his lordship held that the fund in question formed part of the general assets of the purchasing company ; it may be noticed that it was suggested that somehow the vendor company was entitled to have the deposit paid to it, but this was not pressed, and the decision to be made was whether the fund was part of the general assets of the purchasing company, and thus available for the payment of its debts, or whether it was payable direct to the contributories, thereby to some extent defeating the claims of the creditors.

In *The Sheffield Nickel & Silver Plating Co. Ltd.* v. *Unwin*, 2 Q.B.D. 214, a question arose as to whether a company could release a guarantee given to it of a certain minimum dividend on all the share capital of the company ; it was argued that the special resolution of the company which purported to release the guarantee was *ultra vires*, though, as we have no report of the argument given, it is not quite clear what the foundation for it was. In any case the court (Mellor and Lush, JJ.) held that it was *intra vires*.

Another point which arises out of the giving of any such guarantee is this—suppose the company goes into liquidation during the currency of the guarantee, does that determine the liability under it, or are the fortunate shareholders entitled to receive their dividends during the whole of the currency of the guarantee ?

In this connection the line of cases which deal with the liability of companies in liquidation to their servants may be of some assistance : *Ex parte Maclure*, 5 Ch. App. 737, is one of the best known of these, and shows that it is not easy, in a master and servant case, to establish an agreement by the master to carry on his business—see also *Rhodes* v. *Forwood*, 1 A.C. 256. The only authority which seems really to approach this question of the continuance of a guarantee is *Brown and Co.* v. *Brown* (1877), 35 L.T. 54 ; 36 L.T. 272 ; and there a discontinuance by a purchasing company of one of several businesses sold to it was held not to be a ground for discharging the vendor who had given a guarantee. Thus there may be circumstances in which the creditors of a company may benefit substantially from a guarantee of this kind, but each case must be decided on its own facts, and is bound to turn in the end on the construction of the particular guarantee.

Lastly, to turn to the case mentioned at the beginning of this article : *Re Walters' Deed of Guarantee* [1933] 1 Ch. 321. The facts there were that the defendant had guaranteed the dividend on the preference shares of the company for a period of three years from the 30th May 1928. This guarantee was given under seal, and clause 7 of the deed provided that any sum paid by the guarantor pursuant to the guarantee should be repaid to him by the company. It was argued that the defendant could claim repayment under that clause from the company if and whenever he paid under the guarantee, but Maugham, J., held that that clause was wholly *ultra vires* and void.

" The instant that any sum is paid by the defendant to the trustee for the preference shareholders," says the learned judge at p. 321, " clause 7, according to its terms authorises the defendant to commence an action for repayment of the sum as if he were a creditor of the company entitled to rank in the same position as any other creditor. The capital of the company might thereby be reduced otherwise than by expenditure on the objects defined by the memorandum. In my opinion, such a provision must be inconsistent with the principles in *Trevor* v. *Whitworth*, 12 A.C. 409, 415, 453, in which it was held that a claim against a company in liquidation by a former shareholder, for the balance of the price of shares which he had sold to the company and which the company had purported to buy under its articles, failed because the company had no power under the Companies Acts to buy its own shares, or to make, without the sanction of the court, any payments in reduction of capital not being expenditure upon and reasonably incidental to the objects of the company. Clause 7 . . . purports to place the defendant in the position of a creditor who is entitled to rights against the company quite different from the right which a preference shareholder has to payment of dividends out of profits according to the company's articles of association, and distinct from the right of a preference shareholder in a winding up."

His lordship, however, stated that his judgment was without prejudice to any claim of the defendant to be subrogated to the rights of the shareholders as to payments in regard to preference dividends for the three-year period, or in respect of their rights in a winding up.

(*To be continued.*)

A Conveyancer's Diary.

Order of Administration of Assets.

A FORTNIGHT ago I took occasion to refer to this subject again with reference to the case of *Re Worthington ; Nichols* v. *Hart* [1933] W.N. 131.

Having regard to some personal letters which I have received and what I have been told, I can only think that my views on this matter have been misunderstood.

Let me put it quite plainly.

I say that the A.E.A., 1925, 1st Sched., Pt. II, is manifestly wrongly drafted, and is obviously at variance with s. 34 (3) of the Act.

Section 34 (3) reads :—

" Where the estate of a deceased person is solvent his real and personal estate shall, subject to the rules of court and the provisions hereinafter contained as to charges on property of the deceased and to the provisions, if any, contained in his will, be applicable towards the discharge of the funeral, testamentary and administration expenses, debts and liabilities payable thereout in the order mentioned in Part II of the First Schedule to this Act."

Now, turn to the 1st Sched., Pt. II, and we find that the order is as follows :—

(1) Property of the deceased undisposed of by will, subject to the retention thereout of a fund sufficient to meet any pecuniary legacies.

(2) Property of the deceased not specifically devised or bequeathed but included (either by a specific or general description) in a residuary gift, subject to the retention out of such property of a fund sufficient to meet any pecuniary legacies so far as not provided for as aforesaid.

(3) Property of the deceased specifically appropriated or devised or bequeathed (either by a specific or general description) for payment of debts.

(4) Property of the deceased charged with, or devised or bequeathed (either by a specific or general description) subject to, a charge for the payment of debts.

(5) The fund, if any, retained to meet pecuniary legacies.

What I have said and repeat is that cls. (3) and (4) of Pt. II of the 1st Sched. can only take effect if there is a provision contained in the will of the testator to that effect, and that, consequently, under s. 34 (3) those clauses should come first and second respectively or rather be omitted altogether. It is, in my view of the matter, having regard to s. 34 (3), ridiculous to say that a testator cannot throw the burden of his debts (if he so chooses) upon a part of his property in exoneration of his residuary estate. In fact I see no reason why a testator should not make any provision which he thinks fit as to payment of his debts. He may wish such liabilities to be paid out of any part of his estate expressly exonerating the remainder of his estate. Why should he not ? Yet the Act steps in and prevents him from doing so.

The leading case so far is *Re Kempthorne* [1930] 1 Ch. 268.

By his will, dated in 1911, a testator devised to his brother Charles " all my freehold and copyhold property," and gave all his leasehold property and personal estate and effects, subject to payment of his funeral and testamentary expenses, debts and legacies, upon trust for division amongst his brothers, and sisters as therein mentioned.

The testator died in 1928, and was at his death entitled (subject to the effect of the transitional provisions of the L.P.A., 1925) to two equal ninth shares of certain freehold property comprised in his father's residuary estate and to one equal fourth part of certain minerals purchased by him. He also owned the entirety of other freehold property.

The residuary gift of personalty lapsed as to three equal seventh parts owing to the death of some of the legatees in the testator's lifetime.

It was held (1) that as the land held in undivided shares was by the transitional provisions of the L.P.A., 1925, subject to a trust for sale, the testator's interest therein was converted into personal property, and passed on his death under the gift of his personal estate. I have already commented upon that part of the decision which I still think was wrong. I need only add here in passing that it does not seem to have occurred to any one to contend that in fact the testator had an equitable interest in the land, not merely in the proceeds of sale thereof, which appears to be the result of the definition of " equitable interests " in s. 205 (1) (*x*) of the L.P.A., as applied to s. 1 (3) of that Act.

It was held (2) that the testator, by directing that his debts should first be paid out of residue before division amongst the residuary legatees, had shown an intention that in regard to the lapsed shares of residue the order of administration prescribed by Pt. II of Sched. I to the A.E.A., 1925, should not apply inasmuch as the net amount of the residue available for distribution could not be ascertained until after the debts had been paid. The debts were therefore not payable out of the lapsed shares in exoneration of the other shares.

The decision of the Court of Appeal reversing that of Maugham, J., on that point is to my mind chiefly interesting, because of some of the observations made in the judgment, and comparing them with what has been said in subsequent cases.

Lawrence, L.J., said " Under the provisions of s. 34 (3) and the schedule property included (either by a specific or general description) in a residuary gift would have to be exhausted before other property comprised in either the third or fourth item could be resorted to. It follows that the property mentioned in paras. (3) and (4) of the schedule cannot comprise property included in a residuary gift, either under a specific or general description. The third and fourth items of property must, therefore, be read as referring to property other than property included in a residuary gift."

Russell, L.J., said : " Neither paras. (3) nor (4) can apply or be intended to apply to a disposition of a general or residuary nature, because the operation of the schedule is such that resort is not to be had to the items covered by paras. (3) and (4) until all the property of the deceased comprised in a residuary gift has been exhausted."

Further, Eve, J., sitting in the Court of Appeal, said in *Re Tong*, on which I commented a fortnight ago : " To my mind if we read the paragraphs " (i.e., the paragraphs in Pt. II of the schedule) " in the order in which they are set out, we shall find something in para. (1) which is applicable to this case, and having found in para. (1) assets primarily liable for paying expenses and debts, it becomes unnecessary to read the schedule further."

Perhaps I may add here that Lawrence, L.J., in *Re Kempthorne*, said : " I agree with the view expressed by Astbury, J., in *Re Petty*, that the statute did not intend to interfere with a testator's right to deal with his own estate as he liked."

Yet, reading the judgments in the cases to which I have referred, that is precisely what the statute has been held to have done.

If a testator devise Blackacre to A specifically charged with the payment of his debts and devise and bequeath the residue of his property to B, then it seems that the debts must fall on B, because you find something in para. (2) which is applicable to the case, and having found that there is no need to read the schedule further.

The testator's intention is therefore defeated.

Landlord and Tenant Notebook.

Sub-Tenants and Removal of Fixtures.

It was observed by Cozens-Hardy, L.J., at the commencement of the present century that the modern tendency was to enlarge the rights of tenants in respect of fixtures (*Mears* v. *Callender* [1901] 2 Ch. 388, C.A., at p. 397). The tendency is perhaps even more marked to-day ; some of the most recent decisions, such as *Spyer* v. *Phillipson* [1931] 2 Ch. 183, C.A., would deeply have shocked judges of Coke's time, brought up on " *Quicquid plantatur solo, solo cedit.*" But the tendency is naturally limited to answering more liberally the question " What is a fixture ? " and the rule by which removal must be effected before the determination of a tenancy determined by notice or effluxion of time or by surrender, and the rule that an undertenant

is bound by covenants in the head lease, have not been relaxed in favour of lessees.

The latter rule was illustrated by *Porter* v. *Drew* (1880), 5 C.P.D. 143, when the plaintiff, a nurseryman, who had held under a lease containing a covenant to deliver up the premises with the landlord's fixtures, had built a number of greenhouses during the term and sold them before it expired. Removal had been restrained by an injunction at the suit of superior landlords of whose existence the plaintiff admitted he had heard; though he was not familiar with the covenant in the head lease to deliver up landlord's and trade fixtures in which they claimed the greenhouses. He unsuccessfully defended the proceedings so brought, and now included the costs of the action in a claim for misrepresentation against his ex-landlord. But the court could not see its way to imply a covenant by the defendant; there was nothing to support the proposition that the lessor had guaranteed that no one should interfere.

It was both on this ground and on the ground that surrender had put an end to the right of removal that Parker, J., disallowed a claim by a sub-tenant in *Leschallas* v. *Woolf* [1908] 1 Ch. 641. The mesne lessor held a long lease containing a covenant to deliver up the premises with all and singular the fixtures; on being served with a dilapidations notice, he agreed to execute a surrender, and gave notice to quit to the sub-tenant, who held on a weekly tenancy and had installed various trade fixtures. After the expiration of the notice to quit and the execution of the surrender the head lessors let the sub-tenant's part of the premises to him direct, again on a weekly tenancy. They gave him notice a few months later, and the question of the fixtures then arose. Parker, J., held that the covenant in the head lease bound the sub-tenant; but apart from that, his acceptance of the new tenancy after the surrender of the mesne tenancy would put an end to any right of removal.

The judgment concludes with a review of certain authorities embodying various suggestions as to modifications of this rule, all somewhat vague and unsupported by actual decisions. The exception (that when a tenant continues in possession for a further period with the landlord's consent, or during what has been called an "excrescence on the term") is not a real exception, at least in which the extension was made for the very purpose of facilitating removal, or at all events, contemplates removal, so that the tenant could rely on agreement. Indeed, the proposition seems to be supported by *obiter dicta* only. Then there is the suggestion that when a tenancy comes to an end by virtue of some sudden event, such as death, a reasonable time should be allowed.

It has also been considered that forfeiture of a lease should be an occasion on which the rule might be relaxed. And then, as Parker, J., observed, when a tenant surrenders and accepts a new lease as part of the same transaction, the surrender being by operation of law, circumstances might point to an inference that the intention was to surrender the premises minus the fixtures, and that these were thus not part of the new grant; for parcels or no parcels is, of course, a question of fact.

Reference was made to this last suggestion in the course of the judgment in *Slough Picture Hall Co. Ltd.* v. *Wade* (1916), 32 T.L.R. 542, an action of detinue which came into being in the following way. The plaintiff company, the creature and tenant of one Wilson, had held an underlease of part of premises held by him. The term of the underlease was to be that of the lease, and when the latter expired Wilson was granted a weekly tenancy by the superior landlords. (The court was prepared to consider this an "excrescence.") Some time after, he agreed to sell his interest and the tenant's fixtures to the defendant at a valuation; the figure was approved by the head landlords; it did not include any of the fixtures put in by the plaintiffs. The next thing that happened was that the head landlords granted the defendant a tenancy, after which she granted the plaintiffs a quarterly tenancy. Nothing was said about surrender on either occasion, but in the action the court came to the conclusion that when the defendant took her tenancy there was a surrender by Wilson of his tenancy by operation of law, and the same applied to the acceptance of the quarterly sub-tenancy by the plaintiffs. The defendant very soon gave them notice to quit, and when just before the notice expired they proceeded to remove fixtures, forcibly seized the articles severed. The court did, if I may use the expression, for a moment toy with the idea that this might be such a case as was mentioned by Parker, J., in his judgment in *Leschallas* v. *Woolf;* but there was, indeed, nothing from which the required inference that the fixtures were excluded from the surrender could be drawn.

It is worth noting that another rule mentioned by Parker, J., namely, that by which under certain circumstances a tenant may remove removable fixtures after the expiration of the term, has been applied to all agricultural holdings and market gardens by the Agricultural Holdings Act, 1923, s. 22, provided the fixture be not one in respect of which compensation may be awarded; but the Allotments Act, 1922, s. 4 (1), insists on removal during the term in the case of allotments and allotment gardens.

Our County Court Letter.

PERSONAL INJURIES FROM DANGERS UNDERFOOT.

(*Continued from* 77 Sol. J. 265.)

In *Hardman* v. *R. R. Minton & Co.* (1930) *Ltd.*, recently heard in the Liverpool Court of Passage, the plaintiff's case was that, while visiting the defendants' shop, she fell into a stock cellar (through an open trap) and had sustained broken ribs. The defence was that the accident might have been avoided (by the exercise of reasonable care) but the manageress of the shop admitted that (*a*) an intervening chair and a display basket generally obstructed the access to the opening; (*b*) on the date in question the usual basket was missing. Sir W. F. K. Taylor, K.C. (the presiding judge) gave judgment for £73 and costs.

ESTATE AGENTS' COMMISSION.

(*Continued from* 77 Sol. J. 400.)

The definition of "a purchaser" was recently considered at Leeds County Court in *Bramham and Gale* v. *Tempest*, in which the claim was for £43 as the amount due under an agreement dated the 17th August, 1932. The plaintiffs' case was that (*a*) the defendant had instructed them to sell Nos. 2 to 19, Middle-street, Tingley (the net annual rent of which was £224), for £2,200, (*b*) the defendant then signed the above agreement to pay commission, and (on the 25th August) a Mr. Zermansky made a verbal agreement with the plaintiffs to buy for £2,100, and also paid £100 as a deposit, (*c*) it transpired, however, that the net annual rent was £208 3s. 4d., whereupon the selling price was reduced to £1,950, (*d*) this offer was refused by Mr. Zermansky, whose deposit was returned to him. It was contended for the plaintiffs that, having found a willing purchaser, they were entitled to commission, but the defendants contended that "a purchaser" was one who had definitely made a contract to purchase. His Honour Deputy Judge T. P. Perks observed that (1) the defendant's agreement was "on obtaining a purchaser through your agency, I undertake to pay you commission as per terms on the back hereof," (2) although a willing purchaser had been found at £2,100, no contract was definitely concluded, as the formal contract had still to be prepared by the solicitors. Judgment was therefore given for the defendant, with costs. Compare (with regard to the cancellation of a formal contract) the decision of Mr. Justice Macnaghten in *Finch, Finch & Co., Ltd.* v. *Dennis* (1932), 74 L.J. 340.

In the further case (at the same court) of *Bramham and Gale* v. *Lupton*, the plaintiffs claimed commission on the following grounds: (1) the defendant, as trustee of an estate, had instructed them to sell a house, which they accordingly advertised, (2) a Miss Goodman then obtained an order to view, but (as the price was £850) she did not purchase, (3) on the house being put up for auction (by another firm) she bought it for £800. Her evidence was that the plaintiffs' introduction had been the cause of her seeing the house, and the auction announcement. The defence was that (*a*) the plaintiffs and other agents had failed to sell the house, which was therefore offered by auction, (*b*) when the latter was announced, the plaintiffs did not inform Miss Goodman of the fact, (*c*) without the auction, there would have been no sale, and the plaintiffs were not even aware that the actual purchaser was a Mr. Yudolph (the fiancé of Miss Goodman) although the conveyance was taken in her name. His Honour Deputy Judge T. P. Perks held that the plaintiffs had not done the crucial thing in effecting a purchase, as (at the end of their work) there was no bargain between seller and buyer. Judgment was therefore given for the defendant, with costs.

Obituary.

Mr. ALEXANDER BLOOD, K.C.

Mr. Alexander Findlater Blood, K.C., died in Dublin on Tuesday, 13th June, at the age of eighty. Educated at Trinity College, Dublin, Mr. Blood was called to the Irish Bar in 1877, but shortly afterwards emigrated to New Zealand, where he practised for several years. Mr. Blood returned to Dublin in 1883 and specialised in commercial and bankruptcy law. He took silk in 1899, and was a bencher of King's Inn and a member of the Senate of Dublin University.

Mr. EVAN RICHARD DAVIES.

Mr. Evan Richard Davies, solicitor, of Market Drayton, died on Wednesday, 7th June, after a brief illness, at the age of fifty-six. He was educated at Sandbach School, Cheshire, and later at Rossall. Admitted a solicitor in 1902, he has practised at Market Drayton since 1908 under the name of Messrs. Onions & Davies.

Mr. JOHN HEWETT.

Mr. John Hewett, B.A., Oxon, solicitor, partner in the firm of Messrs. Wood, Nash, Hewett & Riddett, of Gray's Inn, W.C.1, died on Friday, 2nd June, at the age of sixty-seven. He was admitted a solicitor in 1896.

Mr. LLEWELYN KENRICK.

Mr. Llewelyn Kenrick, solicitor, of Ruabon, Denbighshire, died recently. Mr. Kenrick, who was Coroner for East Denbighshire, was admitted a solicitor in 1871.

Mr. HENRY TERRELL PEARD.

Mr. Henry Terrell Peard, solicitor, of Croydon, died recently at the age of sixty-one. Mr. Peard, who was educated at Uppingham, was admitted a solicitor in 1894, afterwards practising in the name of Messrs. Peard & Son at Katherine-street, Croydon. He at one time filled the positions of prosecuting solicitor for the National Society for the Prevention of Cruelty to Children and Royal Society for the Prevention of Cruelty to Animals and deputy coroner. For many years he was honorary secretary of the Croydon Chamber of Commerce.

Mr. JOHN TAYLOR.

Mr. John Taylor, solicitor, died suddenly in Ballymena on Tuesday, 6th June, at the age of forty. Mr. Taylor was admitted a solicitor in 1923.

Reviews.

The Law of Master and Servant. By Francis Raleigh Batt, LL.M., of Gray's Inn and the Northern Circuit, Barrister-at-Law. Second Edition. 1933. Demy 8vo. pp. xxxiv and (with Index) 488. London: Sir Isaac Pitman & Sons, Ltd. 12s. 6d. net.

This is the second edition of a very useful work, and the author has taken the opportunity of thoroughly revising it. The book is primarily intended for law students requiring some detailed knowledge of the law relating to contracts of service. It is, however, a very useful volume for legal practitioners who require a work of ready reference and a quick guide to available authorities. The present edition contains a new chapter dealing with the contract of apprenticeship which has added appreciably to its value. There is a substantial amount of case law on this particular subject which has been collected and embodied in the present volume. Apart from that, the author has brought his case law generally up to date, and in particular we notice that special attention has been given to the latest decisions under the Workmen's Compensation Acts.

The Rights and Duties of Transport Undertakings. Second Edition. 1933. By H. Barrs Davies, B.A., Solicitor, and F. M. Landau, LL.B. (Lond.), of Gray's Inn and the South Eastern Circuit, Barrister-at-Law. Demy 8vo. pp. xxiii and (with Index) 283. London: Sir Isaac Pitman and Sons, Ltd. 10s. 6d. net.

This book, which was originally written for students of transport, professes to contain within its narrow covers the whole of the law directly applicable to that subject. The present edition introduces new matter, including the law affecting road transport as introduced by the Road Traffic Act, 1930, which has involved the re-writing of the chapter dealing with road transport. The author has added a chapter dealing with international regulations affecting transport by road, canal and air—new features which, together with appendices of Statutory Rules and Orders, should enable students taking the examination of the Institute of Transport, for whom the book is chiefly intended, to acquire all the information they are likely to require on these subjects.

Books Received.

Modern Classification of Future Estates in Land in English Law. By Harold Potter. Reprinted from *The Iowa Law Review.* Vol. XVIII. No. 3. March, 1933. Royal 8vo. pp. 15. London: Sweet & Maxwell, Ltd. 6d. net.

Income Tax for the Clergy. By A. L. Boydon. With an Introduction by The Right Rev. J. T. Inskip, D.D. 1933. Crown 8vo. pp. 96 (with Index). London: Eyre and Spottiswoode. 3s. 6d. net.

Tulane Law Review. Vol. VII. No. 4. June, 1933. America: The Tulane University of Louisiana. Subscription $4.00 a year. Single copies $1.00.

Everyday Statutes Annotated. Supplement, 1929-32. Edited by Sydney Edward Williams, Barrister-at-Law. 1933. Medium 8vo. pp. 400 (with Index). London: Sweet and Maxwell, Ltd.; Stevens & Sons, Ltd. £1 1s. net.

Responsibility of the Directors of Limited Liability Companies registered in Great Britain, U.S.A., Belgium and France. By J. R. Cardew Smith, Solicitor. Preface by P. G. E. Gide. Foreign Law Series, No. 3. 1933. Large crown 8vo. pp. 187. London: Sweet & Maxwell, Ltd. 10s. 6d. net.

A Manual of International Law. By S. Jackson, LL.B. 1933. Demy 8vo. pp. vi and 163. London: Sweet and Maxwell, Ltd. 5s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Non-payment of Tennis Subscription.

Q. 2751. A private tennis club is managed by a committee consisting of the executive and not more than seven members. The executive consists of the captain and vice-captain, hon. treasurer, hon., and hon. assistant, secretary. Candidates for membership are proposed and seconded by members of the club. One member, a married woman, was duly elected and notified by the secretary. She played on the club's ground for just over a month and then ceased to attend. No complaint was made by her to any officer of the club. On being pressed for her subscription of £3 3s. at the end of the season she gives as her reason for non-payment of her subscription in a letter: "In view of the fact that I attended the club for the month of May only as my enthusiasm was somewhat damped by the lack of members to make up a set during the week." It is proposed to sue the lady for her £3 3s. Who should be the plaintiff to the action? Should the secretary sue in the name of the club and on behalf of himself and all other members except the proposed defendant, or who should be the plaintiff, or should the committee sue? It is proposed to issue an ordinary summons. The lady and her husband are of good position. Could the husband be sued alone or jointly with his wife?

A. The secretary and treasurer should sue, being described as "suing on behalf of themselves and all other members of the — club except the defendant," under Ord. III, r. 7, of the County Court Rules. It would be incorrect to sue in the name of the club, which is not a legal entity. The secretary can give evidence of the admission to membership, and the treasurer can prove the arrears of subscription. This should suffice, but (in the event of the court requiring proof of the acceptance of the club's offer of membership) evidence should be available of the member having played. The question does not state that the member signed an application form, and it may be that this is not a condition precedent to membership of the club in question. An ordinary summons will be the correct procedure. Membership of a tennis club, being a luxury, the lady is not presumed to have pledged her husband's credit, but to have contracted in respect of her separate estate. The particulars of claim will therefore state that the claim is in respect of a contract during coverture, viz., annual subscription to the club for the year 19—. The entrance fee (if any) should also be claimed.

Ownership of Lorry.

Q. 2752. A, a haulage contractor, being unable to pay for repairs to his lorry, purported to sell the lorry to his sister-in-law for £25 (to meet the cost of repairs), the lorry being at the time in the shed on a brother-in-law's allotment, for the use of which he paid 1s. a week, and where it was usually kept. A continued to use the lorry, paying 10s. a week hire, and the receipt given to his sister-in-law runs as follows: "Received the sum of £25 for Chevrolet lorry, with option of hiring at 10s. per week or to re-purchase at £30." Please advise as to the sister-in-law's position (*a*) in view of the judgment at Uttoxeter County Court in *Middleton* v. *Charlesworth*, quoted in your issue of 25th March, 1933, and (*b*) in case of A becoming bankrupt.

A. The facts of this case are distinguishable from those in *Middleton* v. *Charlesworth*, in which the claimant had left the goods in the possession of the original owners. In the present case, on the other hand, the lorry is not in the possession of A, but is kept on the premises of the claimant's husband. It is assumed that the sister-in-law and brother-in-law are wife and husband, but—apart from the fact that the lorry is not kept on A's premises—the form of receipt constitutes a hire-purchase agreement. On the specific points raised—

(*a*) The sister-in-law need be under no apprehension as to the effect of the decision in the above case.

(*b*) In the event of A's bankruptcy, the official receiver could not claim the lorry under the Bankruptcy Act, 1914, s. 38 (2) (*c*)—the reputed ownership clause—as the practice of hiring lorries under hire-purchase agreements is so widespread as to rebut the presumption that A is the absolute owner. The transaction would also be protected under the above Act, s. 45 (*c*), as the sister-in-law's claim for repairs constitutes valuable consideration, and the assignment of the lorry would therefore not be set aside as a fraudulent preference under s. 44.

Right of Gas Company Director to Vote on Borough Council.

Q. 2753. A member of the borough council is also a director of the Ideal Gas Company, which has a lighting contract with the corporation. Under s. 22 of the Municipal Corporations Act, 1822, it is enacted that "a member of the Council shall not vote or take part in the discussion of any matter before the Council or a Committee in which he has directly or indirectly by himself or his partner any pecuniary interest." However, under s. 12 it states that "a person shall not be disqualified from being a Councillor by reason *only* of his having any share or interest in any Company . . . which contracts with the Council for lighting . . ." It is suggested that the exception under s. 12 would apply in dealing with s. 22, and therefore, it would not be possible to argue that a member of the council had a pecuniary interest in a matter by reason only of his having shares or an interest in any company which contracts with the council for lighting, etc., so as to preclude him from joining in the discussion of any matter connected with lighting.

A. We cannot accept this proposition. It is one thing being a director of the gas company to have a seat on the council with which the company contracts. It is quite another thing for such director to take an active part in discussing the lighting question in which he has a direct interest—still more in voting upon any such question.

Will—Construction—Wills Act, 1837—Charity.

Q. 2754. A died in 1933, and by her will left the residuary estate to be divided among such charities as her executor thought fit. There are certain pecuniary legacies, including one to B, who was also a witness to the will. Having regard to the residuary clause, the executor desires to know whether and to whom, she would be liable if the legacy to B is paid. We shall be glad if you will give your opinion on the following:—

(*a*) Is the residuary clause good?

(*b*) Is it agreed that there is no one who can ask the executor to account for the residuary estate, and is it merely a matter of which the executor is only answerable to himself?

(*c*) Can the executor pay the legacy referred to without being held responsible for wrongfully administering the estate?

(*d*) Is there any one entitled to investigate the administration ?

A. (*a*) Yes. "Even if there be a bequest to trustees for charitable purposes generally, or as they shall in their discretion think fit, no objects being named, it will be carried into effect (*Baylis* v. *Attorney-General*, 2 Atk. 239 ; and *Attorney-General* v. *Herrick*, Amb. 712 ; see *Paice* v. *Canterbury*, 14 Ves. 364 ; *Wilkinson* v. *Lindgren*, 5 Ch. 570 ; *Re Ovey : Broadbent* v. *Barrow*, 31 Ch. D. 113 ; *Copinger* v. *Crehane*, 11 Ir. R. Eq. 429 ; *Re Sinclair*, 13 L.R. Ir. 150) . . . Moreover, if the trustees . . . refuse or neglect to act (*Attorney-General* v. *Boultbee*, 3 Ves. 220) the bequest will not fail" ("Tudor's Leading Cases on Real Property," etc., 4th ed., pp. 684 and 685).

(*b*) No. The information of a relator would probably lead to the institution of proceedings in Chancery by the Attorney-General in his official capacity, and the powers of the Charity Commissioners under the Charitable Trusts Acts, 1853 to 1894, to examine into all charities and to prosecute all due enquiries, etc., are very considerable.

(*c*) We certainly do not think so. Even if the circumstances of B are extremely indigent a payment to her would not be in the nature of a charitable payment.

(*d*) Yes. See (*b*) *supra*.

Restrictive Covenant of Knitting Machinists.

Q. 2755. A client of ours makes his own patterns for knitting woollen articles and his employees then make the articles on a machine, and he desires to prevent his employees from taking copies of the patterns for the use of themselves or of other people. It is impracticable to register each design, and we shall be obliged, therefore, if you will suggest the best course to adopt for his protection. If some form of agreement might meet the case, can you refer us to a precedent, or indicate the lines on which it might be drawn ?

A. The client would be entitled to dismiss (without notice) any employees who took copies of the patterns for the use of themselves or of other people, and could also sue the ex-employee for damages for breach of duty. The object of the client, however, is to prevent (if possible) any such occurrence, and his position will be strengthened by obtaining the signature of each employee to a document on the following lines :—

To (employer).

In consideration of your employing me as a knitting machinist at wages of a week (such employment to be subject to termination by days' notice on either side) I undertake not to take copies of any patterns (either for the use of myself or other people) and also to pay you—in the event of any breach of this undertaking by me—the sum of £ upon each and every occasion. Such sum or sums shall be regarded as liquidated damages and not as penalties. (Signed)

The sum fixed will not necessarily be recoverable, as the damages will be assessed by the court—in spite of a sum having been agreed between the parties.

Liability for Backing Car from Garage.

Q. 2756. A drives a car at 15 miles per hour along a village street. It is snowing at the time and extra care is necessary. A car driven by B, without any warning, is backed out of a private garage and strikes the car driven by A at a point level with the front door. Neither C nor D, who are with A, saw B before the point of contact. A claims that B was negligent in not taking due care in backing out of the garage (which has blank walls right up to the road). B contends that he was under no liability to take extra care. Taking the facts to be as stated, should not B do more under the circumstances than hoot (that he did hoot at all is disputed) ? Should A start an action ? Do you know of any case in which a "backing car" from a garage was involved ?

A. In spite of the snow (imposing a duty for extra care upon road users), B was negligent in backing his car from the garage, as he thereby deprived himself of the opportunity of looking in each direction (from the driver's seat) before entering upon the roadway. Even a motorist emerging from a side road (travelling forwards) is under a liability to take extra care, beyond a mere sounding of the horn. *A fortiori* a motorist who backs out of a garage, with blank walls to the road, is negligent. A should therefore start an action. While there is no reported case of a car backing from a garage, a defendant (Whitehouse) was fined £1 (and £3 10s. 6d. costs) at Oldbury on the 5th April, 1933, for driving without reasonable consideration, under the Road Traffic Act, 1930, s. 12 (1). While actually on the road, he had tried to back across it to turn round—so that the case against him was not so strong as the evidence against B in the case now submitted. See *The Midland Chronicle* for the 8th April, 1933.

Bookmaker's Liability for Winnings.

Q. 2757. A client of mine, knowing that a certain horse-race was to be run, placed £5 on a certain horse with a duly registered bookmaker. The race was run and the horse which my client had backed won. My client demanded his winnings from the bookmaker, but the bookmaker told my client that he had handed the winnings to his clerk to hand over to my client. The clerk did not hand over the winnings to my client, and it is my client's belief that the bookmaker is actually attempting to evade payment. Can an action be commenced for the recovery of the winnings or the amount placed on the horse, or if an action is brought will the bookmaker be able to plead the Gaming Act ?

A. The evidence is that the client was betting directly with the bookmaker, so that the latter (being a principal in the transaction) can plead the Gaming Act. It appears that the client and the bookmaker were both on the course, and that this was not a case in which the client employed the bookmaker (as his agent) to make bets with other people. If the transaction took place off the course, however, an action can be commenced for the recovery of the winnings, and the bookmaker (if merely an agent) cannot plead the Gaming Act. See *De Mattos* v. *Benjamin* (1894), 70 L.T. 560 ; 63 L.J. Q.B. 248. The bookmaker admits having had the winnings, and his clerk's default would be no defence before Tattersall's Committee. If the bookmaker requests the client to refrain from reporting the matter to the committee, a fresh consideration will arise, upon which the client may sue with a reasonable chance of success.

Costumier's Liability for Infectious Dress.

Q. 2758. A, who is a retailer, sold a dress to a customer B. B alleges that she has contracted a disease from the material and is suing A for damages for breach of implied warranty that the dress was fit for the purpose for which it was sold. A had sold hundreds of these dresses and this is the first complaint he has had. A buys these dresses from a manufacturer C. Is A liable to B. Please state authorities. There was a similar case in the courts a short period ago about a fur, but we are unable to find any report of the case. Have you any knowledge of this case ?

A. Assuming that B can satisfy the jury (or judge alone) as to the origin of the disease, A is liable to B under the Sale of Goods Act, 1893, s. 14 (1), as interpreted in the following cases : (1) *Frost* v. *Aylesbury Dairy Co. Ltd.* [1905] 1 K.B. 608, in which a customer's wife died from typhoid fever through drinking milk ; (2) *Geddling* v. *Marsh* [1920] 1 K.B. 668, in which the plaintiff was injured by the bursting of a mineral water bottle. A can bring in C on a third-party notice, as B is apparently not suing C direct for negligence, on the principle upheld in *M'Alister* (or *Donoghue*) v. *Stevenson* [1932] A.C. 562, in which a snail was inadvertently bottled with ginger beer. The case about a fur involved questions of fact only, and was not reported in the legal journals or reports. Further details may be obtainable from : "The Fur Record," 77, Queen Victoria-street, E.C.4, and "The Fur World," 83-85, Farringdon-street, E.C.4.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

The death of Lord Chancellor Campbell on Sunday, the 23rd June, 1861, is one of the most dramatic incidents in legal history. On the Saturday he was perfectly well. He sat in court in Lincoln's Inn all the morning and in the afternoon attended a Cabinet meeting at Downing-street. He then walked home and settling down to work wrote out a judgment. That night he gave a dinner party and amongst the guests were his brother-in-law Colonel Scarlett and his old friend Sir David Dundas. During the evening, in speaking of an acquaintance who had long been confined to a sick bed and had lost all his faculties, the Chancellor remarked that a clause should be added to the Litany and that after praying against sudden death we should add: "From a lingering illness, Good Lord, deliver us." His conversation was animated, and when the party broke up he made an appointment to meet Scarlett on the following Monday. After talking for a while with his children, he retired to his room about midnight. Next morning his servant found him there dead, seated in a chair. One of the great arteries near his heart had burst. Thus was abruptly terminated a long life of labours undertaken and ambitions achieved. By an extraordinary conjunction of events, Scarlett also died on the same day.

OATHS FROM THE ORIENT.

At the Brighton Police Court recently there was some difficulty over the oath to be taken by a Hindu prosecutor. A beach inspector pressed into the role of interpreter explained that Hindus swear facing the Ganges and with hand upraised. As apparently no one present knew towards which point of the compass he should turn, the prosecutor finally promised "to tell no lies while facing the Ganges." Odd things sometimes happen over these picturesque ceremonies. Not long ago a Chinese witness at the Liverpool County Court, having concluded his national oath in due form with the words: "And if I do not speak the truth, may my soul be dashed into a thousand pieces even as this saucer," hurled the saucer to the ground. However, being of over-substantial manufacture, it rebounded intact. Twice more it was dashed down and still it remained whole, until at last the witness had to kneel down and hammer it heavily on the floor. Brighton Police Court, by the way, seems to abound in exotic oaths. When a Mohammedan witness there asked for a Koran to swear upon, they fetched from the public library an interesting copy which was found in the private apartments of the King of Delhi, when the city was retaken in 1857, during the Indian Mutiny.

AN AMERICAN JURIST.

John Marshall, the great American jurist on whom Lord Craigmyle has just published a book, had a phrase which he constantly used in argument: "It is admitted." He was a close and powerful reasoner and it was often said: "Once admit his premises and you are forced to his conclusion." Speaking of the Chief Justice, a great advocate once said: "When Judge Marshall says, 'It is admitted, sir, so and so,' I am preparing for a bomb to burst over my head and demolish all my points."

"LIKE PAINT."

When a witness in Mr. Justice Bennett's court recently said that certain fish she had eaten had a funny taste "like paint," counsel cross-examining asked whether she was in the habit of mixing paint with her fish. There was an opening which in former times might have led anywhere in the hands of such an advocate as the future Mr. Baron Platt. Once, on eliciting from a witness that a certain smell complained of was "like paint," he asked what colour of paint, and proceeded to lead the poor fellow hilariously by the nose. The smell was not yellow—blue—sky-blue—more like his scarf. Had fish remnants been thrown into the tank whence the smell came? —Yes. *Rari nantes in gurgite vasto*?—Yes. Witness understood that, didn't he?—Yes. But to-day both witnesses and advocates are of different stuff.

Notes of Cases.

High Court—King's Bench Division.

Modern Light Cars, Ltd. *v.* Seals (a Firm).

Roche, J. 4th May.

CONTRACT—SALE OF MOTOR CAR—AGREEMENT FOR PAYMENT BY INSTALMENTS—PROMISSORY NOTE COVERING INSTALMENTS—COLLATERAL SECURITY ONLY—A HIRE-PURCHASE AGREEMENT.

The plaintiffs in this action, Modern Light Cars, Ltd., motor traders, claimed from the defendants, Seals, motor dealers, delivery up or the value of a Standard saloon motor car which, they said, they (the plaintiffs) had sold under a hire-purchase agreement to a Mrs. V. M. Sherrard, who, they said, during the currency of the agreement and contrary to its terms, had sold the motor car to a third party, from whom the defendants had bought it for £135. When Mrs. Sherrard entered into the agreement on the 4th June, 1932, for the purchase of the Standard saloon from the plaintiffs she gave in exchange another motor car in lieu of the first instalment of £63 15s., and also signed a promissory note covering twenty-four monthly instalments of £9 4s. 1d. each payable under the agreement. That promissory note was made payable to the plaintiffs and was indorsed by them, and subsequently discounted with the United Dominions Trust, Ltd. In the agreement it was stated that the promissory note was to be given and received, not as payment of the monthly instalments, but as collateral security for the due payment thereof. The question was whether the transaction under the agreement in that form amounted to a hire-purchase transaction or was equivalent to a payment in cash.

ROCHE, J., said that the defence, in substance, was that the agreement was not a hire-purchase agreement at all. The defendants said that it was the reality of the transaction which must be looked at, not its form, and that looking at the real nature of the transaction it was said on behalf of the defendants that this was either a sale on credit, or that it was a bill of sale, or that it was an agreement to sell. If, they said, it was a sale on credit to Mrs. Sherrard then Mrs. Sherrard had a title and property in the goods, and she could sell them to the defendants through the intermediary of the third party; if it was a bill of sale then it was unregistered and was void, and in that case also Mrs. Sherrard could sell and give a title; if it was an agreement on the part of Mrs. Sherrard to buy she was in possession, and then under s. 21 (2) of the Sale of Goods Act she could give a good title, and did give a good title. As to all those contentions his (his lordship's) finding of fact was that this was intended to be, and was, a hire-purchase agreement. He held that the promissory note was precisely what it was said to be, given by way of collateral security, and not by way of payment, conditional or otherwise. His lordship then referred to *Continental Guaranty Corporation, Ltd.* v. *Mercado* (unreported); *Rankin* v. *Shilliday* (1927), N. Ir. 162; and *Cooper* v. *Oswald Tillotson, Ltd.* (unreported), all of which, he thought, supported the conclusion he had arrived at in the present case. Judgment for the plaintiffs for £140, the agreed figure of damages, the defendants having in fact parted with possession of the car.

COUNSEL: *F. J. Tucker*, K.C., and *Russell Vick*, for the plaintiffs; *Gordon Alchin* and *H. R. Boileau*, for the defendants.

SOLICITORS: *H. Huband Harper; G. H. Drury.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Stubbs *v.* Imperial and Queen Laundries, Ltd.

Acton and Talbot, JJ. 23rd May.

Workmen's Compensation — Injury — Agreement — Recorded in County Court—Alleged Breach by Employer—Claim by Employee—Leave to Sign Judgment refused—Action at Common Law—Workmen's Compensation Act, 1925 (15 & 16 Geo. 5, c. 84), s. 23.

This was an appeal by the defendants, Imperial and Queen Laundries, from a decision given at Uttoxeter County Court.

The plaintiff, Doris Stubbs, claimed against the defendants £22 5s. 7d., as arrears due to her under an agreement to employ her in their laundry at a wage of 17s. 6d. a week. The plaintiff, while in the defendants' employment, sustained an injury by accident on the 22nd May, 1929, which necessitated the amputation of her arm. Proceedings begun by her under the Workmen's Compensation Act, 1925, were settled by an agreement dated the 4th November, 1930, which was recorded in the county court on the 30th January, 1931, pursuant to s. 23 of the Act. The agreement provided for the payment of £475, and that the defendants should provide the plaintiff with an artificial arm, and should employ her on light work at the wage of 17s. 6d. a week. In pursuance of that agreement, the defendants employed the plaintiff on light work from May, 1931, until October, 1932. They took the view, however, that the agreement only obliged them to pay her at the rate of 17s. 6d. a week, and in weeks during which they were unable to employ her for the full working week, they paid her a less sum, and part of her claim was in respect of the amounts so deducted. The balance of the claim was in respect of the period from November, 1930, to May, 1931, during which they had not employed her at all. It is provided by s. 23 of the Workmen's Compensation Act, 1925, that a recorded agreement may be enforced as a county court judgment, and in this case the plaintiff first sought to enforce her claim by applying for leave to issue execution on the recorded agreement of the 4th November, 1931. The county court judge took the view that such leave could only be granted in respect of a money payment due, and not in respect of damages for breach of an agreement. The plaintiff thereupon brought a common law action, in which she recovered judgment for the amount of her claim. The defendants now appealed.

Talbot, J., in giving the judgment of the court, said that the ground on which they were asked to hold that this action was not maintainable was that s. 23 provided that the recorded agreement could be enforced as a county court judgment. At the same time it was said that there was no jurisdiction to introduce into that agreement anything except a money award. That resulted in this contradiction, that the court could not entertain this claim because it was enforceable as a judgment, and in the same breath it was said that it was not enforceable as a judgment because the agreement contained something not permitted by the Act. That was an untenable position. It would be a monstrous injustice to a workman to have his compensation reduced on the ground that he was to be given employment, and then not to be able to enforce the contract to employ him. That was sufficient reason for dismissing this appeal. Their Lordships desired it to be understood that it was not necessary to decide, and they did not decide, whether the county court judge ought or ought not to have given leave to issue execution on the recorded agreement, or whether s. 23 might not have in other circumstances the effect of barring any right of action which the plaintiff would have had apart from that section. The appeal would be dismissed.

Counsel: *T. N. Winning*, for the appellants; *H. A. Tucker*, for the respondent.

Solicitors: *Stow, Preston and Lyttelton*, for *Hollinshead and Moody*, Tunstall; *Lake and Son*, for *Frank Collis and Son*, Stoke-upon-Trent.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Court of Criminal Appeal.

Rex *v.* Frederick Purcy. Rex *v.* Jane Purcy. Rex *v.* Sarah Purcy.

Lord Hewart, C.J., Avory and Humphreys, J.J.

2nd May.

Criminal Law—Coroner—Conviction of Obstructing in Execution of Duty—Baby's Death—Due to Natural Causes—No Duty to hold Inquest.

These were the appeals against conviction of Frederick Purcy, Jane Purcy, and Sarah Purcy, who were convicted at Northamptonshire Quarter Sessions on the 6th April, 1933, of obstructing a coroner in the execution of his duty. The Deputy-Chairman sentenced Frederick Purcy to three months' imprisonment with hard labour, Jane Purcy to three months' imprisonment with hard labour, and Sarah Purcy, their daughter, to be detained in an institution for mental defectives. The particulars of the offence were in the following terms: "Frederick Purcy, Jane Purcy and Sarah Purcy on a day between the 2nd February and the 16th February, 1933, in the County of Northampton, intending to prevent the coroner of the Mid Division of Northamptonshire from holding an inquest in the execution of his duty upon view of the dead body of Albert Walter Purcy, who died a violent or an unnatural death or a sudden death of which the cause was unknown or intending to obstruct the said coroner in the holding of such inquest did conceal the said body in a hedge bottom in Doddington Fields, in the County of Northampton." A male child was born to the prisoner Sarah Purcy, on the 3rd November, 1932. On the 2nd February, 1933, the family were seen tramping along a road at Irchester, and it was then observed that the baby had a nasty cough and looked ill. On the same evening the family, without the baby, were admitted into a common lodging-house at Wellingborough. On the 16th February the body of the dead baby was found in a hedge wrapped in a bundle of clothes. A medical witness, who made a post-mortem examination of the body, stated that the cause of death was broncho-pneumonia accelerated by lack of attention, and that the baby died from natural causes. Sarah Purcy, in the course of a statement, said: "I was near the baby when it had a fit of coughing and died. I saw my mother and dad take it up a lane but they did not bring it back." The mother and father admitted putting the body in the hedge.

Lord Hewart, C.J., in giving the judgment of the court, said that the foundation of a charge such as the present must be that the case was one in which there was a duty to hold an inquest. In their lordships' opinion it was by no means established by the evidence that this was a case in which there was a duty to hold an inquest; but even if that were not so, and even if that point had been made good by the prosecution, there was no evidence that the appellants or any of them intended to obstruct the coroner in the holding of the inquest; and there was no evidence on which the appellants or any of them could properly be convicted. Appeals allowed, and convictions quashed.

Counsel: *R. E. Manningham-Buller*, for the appellants; *P. E. Sandlands*, for the Crown; *the Registrar of the Court of Criminal Appeal; the Director of Public Prosecutions.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

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Rules and Orders.

THE COUNTY COURT (No. 2) RULES, 1933.
DATED MAY 30, 1933. 1933, No. 501/L.12.

1. These Rules may be cited as the County Court (No. 2) Rules, 1933, and shall be read and construed with the County Court Rules, 1903,(*) as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

The Appendix referred to in these Rules is the Appendix to the County Court Rules, 1903, as amended.

A Form referred to by number in these Rules means the Form so numbered in Part I of the Appendix to the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. At the end of paragraph (4) of Rule 6 of Order VII the following words shall be added :—

" except where leave has been given to serve the summons out of England and Wales, in which case a successive summons may be issued within twelve months from the date of entry."

3. Order IX shall be amended as follows :—

(*a*) In paragraphs (5) and (8) of Rule 2, and in paragraph (3) of Rule 4, the words " court fees and " shall be omitted wherever they occur.

(*b*) Paragraph (2) of Rule 4 shall be omitted and the following paragraph shall be substituted therefor :—

" (2) The parties to any such agreement may also agree as to the amount of the costs to be paid by the defendant, subject to the approval of the registrar, and the amount of any Court fees included therein shall be stated separately in the agreement."

(*c*) In paragraph (1) of Rule 12, in Rule 15 and in Rule 17, the words " court fees and solicitor's " shall be omitted.

(*d*) In paragraph (3) of Rule 13, and in paragraph (3) of Rule 20, the words " fees and " shall be omitted wherever they occur.

(*e*) Paragraph (7) of Rule 13 shall be omitted, and the following paragraphs shall be substituted therefor :—

" (7) Where not less than five clear days (or where the claim exceeds the sum of £50, ten clear days) before the return day money is paid into Court without a denial of liability, except with a defence of tender, and the action proceeds, the costs after the date of payment into Court, shall, unless the Judge otherwise orders, be taxed on the following scales :—

(i) If the plaintiff recovers an amount in excess of the amount paid into Court the plaintiff's costs shall be taxed on the scale applicable to the amount of such excess and judgment shall be entered only for the amount of such excess together with costs up to the date of such payment on the scale applicable to the total amount recovered, and after the date of such payment on the scale applicable to the amount of such excess and in any such case the words " in addition to the sum of £ paid into Court by the defendant " shall be added to the first paragraph of the form of judgment in the Appendix [Form 151].

(ii) If the plaintiff fails to recover any sum in excess of the amount so paid into Court the defendant's costs shall be taxed on the scale applicable to the amount remaining in dispute after the date of such payment.

(8) Where money is paid into Court with a defence of tender and the action proceeds, the sum paid into Court shall be included for the purpose of calculating the amount on which any costs allowed to the plaintiff are to be charged; but if the plaintiff recovers more than the sum so paid, judgment shall be entered only for the additional amount recovered and the costs so allowed; and in any such case the words " in addition to the sum of £ paid into Court by the defendant " shall be added to the first paragraph of the form of judgment in the Appendix [Form 151]."

(*f*) Paragraph (7) of Rule 20 shall be omitted, and the following paragraph shall be substituted therefor :—

" (7) Where the payment to the plaintiff is made not less than five clear days (or where the claim exceeds the sum of £50, ten clear days) before the return day and the action proceeds the costs after the date of payment to the plaintiff shall, unless the Judge otherwise orders, be taxed on the following scales :—

(i) If the plaintiff recovers an amount in excess of the amount so paid to him the plaintiff's costs shall be taxed on the scale applicable to the amount of such excess, and judgment shall be entered only for the amount of such excess together with costs up to the date of such payment on the scale applicable to the total amount recovered and after the date of such payment on the scale applicable to the amount of such excess, and in any such case the words " in addition to the sum of £ paid to the plaintiff by the defendant " shall be added to the first paragraph of the form of judgment in the Appendix. [Form 151.]

(ii) If the plaintiff fails to recover any sum in excess of the amount so paid to him the defendant's costs shall be taxed on the scale applicable to the amount remaining in dispute after the date of such payment."

4. At the end of paragraph (8) of Rule 11 of Order XII, the following words shall be added :—

" An application to the Judge for this purpose shall be made on notice in writing served on the opposite party two days at least before the hearing of the application, unless the Judge or Registrar gives leave for shorter notice."

5. In paragraph (1) of Rule 27 of Order XXV, the words " under Rule 1 of that Order, in which case the execution shall be deemed to be abandoned in respect only of the goods so claimed " shall be inserted after the word " seized."

* S.R. & O. Rev. 1904, III County Court, E. p. 89 (1903, No. 629).

6. In Rule 4 of Order XXXI the words " other than an interlocutory order " shall be inserted after the word " order " where it first occurs.

7. Rule 27 of Order XXXVIII is hereby revoked and the following Rule shall be substituted therefor :—

" 27. Where the application relates to the capital of the fund in Court, the Judge upon the hearing, shall, unless in his opinion it is inadvisable so to do, require proof of all facts which are necessary to be ascertained in order not only to grant the specific relief prayed by the petition, but to declare and decide the rights of all parties in and to the fund in Court, and he shall, unless in his opinion it is inadvisable so to do, make a final order declaring what such rights are, and make such order as to dealing with the whole of the fund as would be made upon a final judgment in an action for administration."

8. In Rule 4 of Order L, the expression " Solicitors Act 1932 " shall be substituted for the expression " Solicitors Act 1870 " ; and in the margin the expression " 22 & 23 Geo. 5. c. 37 " shall be substituted for the expression " 33 & 34 Vict. c. 28, ss. 8, 10."

9. In Order LIII after Rule 17 the following Rule shall be inserted and shall stand as Rule 17A :—

" 17A. Where an action has been transferred from the High Court to the County Court, and the amount remaining in dispute at the date of the transfer is less than the amount originally claimed in the action, the costs after the date of transfer shall, unless the Judge otherwise orders and subject to any order of the Court or Judge by whom the transfer was ordered, be taxed if the plaintiff is successful on the scale applicable to the amount recovered in the County Court, and if the defendant is successful on the scale applicable to the amount remaining in dispute at the date of transfer."

10. In paragraph (4) of Rule 46 of Order LIII, the expression " Solicitors Act 1932 " shall be substituted for the expression " Solicitors Act 1843 " ; and in the margin the expression " 22 & 23 Geo. 5. c. 37 " shall be substituted for the expression " 6 & 7 Vict. c. 73, s. 37."

11. In Item 19A of the Higher Scale of Costs in Part IV of the Appendix, the expression " Order VIIA " shall be substituted for the expression " Order VII, Rules 41 to 48."

12. Form No. 59 is hereby revoked, and the following form shall be substituted therefor :—

" 59

Order for Consolidation

[*Not to be printed*]

In the County Court of holden at
Plaint No.

Between A. B., plaintiff
and
C. D., defendant,
and
Between A. B., plaintiff Plaint No.
and
C. D., defendant.

[*Add the plaint numbers and titles of all the actions to be consolidated.*]

It is ordered that these actions be consolidated and do proceed as one action.

[*Add any special directions.*]

Dated day of 19 .

Registrar."

13. In Forms 66 and 67 the words " the court fees and " shall be omitted wherever they occur ; in Form 68 the expression [" with £ for costs "] shall be substituted for the expression [" with £ for the court fees and £ for the plaintiff's costs amounting together to the sum of £ "] and in Forms 74, 75 and 76 the words " fees and " shall be omitted.

14. In Form 279 the expression " £100 " shall be substituted for the expression " £50 " in both places where it occurs.

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888,(*) and section twenty-four of the County Courts Act, 1919,(†) to frame Rules and Orders regulating the practice of the Court and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

S. A. Hill Kelly. *C. E. Dyer.*
T. Mordaunt Snagye. *H. Bensley Wells.*
Barnard Lailey. *A. O. Jennings.*

Approved by the Rules Committee of the Supreme Court.

Claud Schuster, Secretary.

I allow these Rules, which shall come into force on the 1st day of July, 1933.

Dated the 30th day of May, 1933. *Sankey.* C.

* 51-2 V. c. 43. † 9-10 G. 5. c. 73.

Parliamentary News.

Progress of Bills.

House of Lords.

Adelphi Estate Bill.
Reported, with Amendments. [30th May.
Agricultural Marketing Bill.
Committed. [14th June.
City of London (Various Powers) Bill.
Commons Amendments agreed to. [30th May.
Commercial Gas Bill.
Committed. [13th June.
Dewsbury Corporation Bill.
Committed. [13th June.
Dewsbury and Ossett Passenger Transport Bill.
Commons Amendments agreed to. [13th June.
Frimley and Farnborough District Water Bill.
Committed. [13th June.
Gas Light and Coke Company Bill.
Committed. [13th June.
Grosvenor Estate Bill.
Committed. [13th June.
Knutsford Light and Water Bill.
Committed. [13th June.
Local Government Bill.
Committed. [30th May.
London Midland and Scottish Railway Bill.
Committed. [13th June.
Lyme Regis District Water Bill.
Commons Amendments agreed to. [30th May.
Mablethorpe and Sutton Urban District Council Bill.
Read First Time. [13th June.
Marriages Provisional Orders Bill.
Read First Time. [13th June.
Middlesbrough Corporation Bill.
Read Third Time. [14th June.
Ministry of Health Provisional Orders (Bath and Bury and District Joint Water Board) Bill.
Committed. [30th May.
Ministry of Health Provisional Order Confirmation (Ely, Holland and Norfolk) Bill.
Read Second Time. [14th June.
Ministry of Health Provisional Order Confirmation (South Somerset Joint Hospital District) Bill.
Read Second Time. [14th June.
Ministry of Health Provisional Order Confirmation (Wath, Swinton and District Joint Hospital District) Bill.
Read Second Time. [14th June.
Ministry of Health Provisional Order Confirmation (Wellington, Salop) Bill.
Read Second Time. [14th June.
Nottinghamshire and Derbyshire Traction Company (Trolley Vehicles) Provisional Order Bill.
Read First Time. [13th June.
St. Helens Corporation Bill.
Committed. [13th June.
Solicitors Bill.
Read Third Time. [13th June.
Staffordshire and Worcestershire Canal Bill.
Commons Amendments agreed to. [30th May.
Sunderland Gas Order, 1933.
Reported, with Amendments. [30th May.
Teachers (Superannuation) Bill.
Read Third Time. [14th June.

House of Commons.

Calvinistic Methodist or Presbyterian Church of Wales Bill.
Read Second Time and Committed. [13th June.
Unemployment Insurance (Expiring Enactments) Bill.
Read Second Time. [14th June.

Societies.

The Medico Legal Society.

(President : The Rt. Hon. LORD RIDDELL.)

SESSION 1932-33.

The Annual General Meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 22nd June, at 8 p.m.

BUSINESS.

(i) Election of officers and Council for Session 1933-34 : President : Sir Bernard H. Spilsbury has been nominated to

the office of President, in succession to The Rt. Hon. Lord Riddell, who retires; Vice-Presidents: Vice-Presidents who retire under the rules, The Hon. Mr. Justice Humphreys, Sir Walter Greaves-Lord, K.C., M.P., Sir Squire Sprigge, M.D.; the following has been nominated, Dr. J. S. Fairbairn; Hon. Treasurer, Sir Walter Schroder, K.B.E.; Hon. Editors of Transactions, Dr. Gerald Slot and Mr. Everard Dickson; Hon. Auditors, Mr. H. Bensley Wells and Col. C. T. Samman. Members of Council: Members of Council who retire under the rules, Dr. A. Knyvett Gordon, Mr. Reginald C. Watson, Mr. E. R. Bolton, F.I.C.; the following have been nominated, Mr. L. E. C. Norbury, F.R.C.S., Mr. W. G. Earengey, LL.D., K.C., Mr. Frederick D. Levy; Hon. Secretaries, Mr. Ernest Goddard and Mr. W. G. Barnard, M.R.C.P., M.R.C.S.

(ii) Report of the Hon. Secretaries presented to and adopted by the Council.

(iii) Report of the Hon. Treasurer and presentation of Accounts.

The Gray's Inn Debating Society.

The next meeting of the Gray's Inn Debating Society will be held in the Common Room, Gray's Inn, at 8.15 p.m., on Thursday, 22nd June, when a debate will take place on the motion: "That the Report of the Royal Commission on Lotteries and Betting ought to be adopted by Parliament." This motion will be proposed by Mr. A. Neville Abrahams and opposed by Mr. Thomas Terrell.

A joint debate of the Gray's Inn Debating Society with the Hardwicke Society will take place at a meeting of the latter society, in the Middle Temple Common Room, at 8 p.m., on Friday, 23rd June. The motion: "That the spirit of nationalism is beneficial to the world," will be proposed by Mr. Joseph Yahuda (H.S.) and opposed by Mr. John Wood (vice-president, G.I.D.S.); Mr. Eden G. Shedden (G.I.D.S.) will speak third, and a member of the Hardwicke Society will speak fourth.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the recommendations of the Home Secretary that Mr. GEORGE BUCHANAN MCCLURE be appointed Recorder of Rochester, to succeed Mr. C. M. PITMAN, K.C., who has been appointed an Official Referee of the Supreme Court; and Mr. JOHN BOWEN DAVIES, K.C., Recorder of Merthyr Tydfil, to succeed Mr. HOWEL WALTER SAMUEL, K.C., who has been appointed a County Court Judge. Mr. McClure, who was called to the Bar at Lincoln's Inn in 1917, is a member of the South Eastern Circuit. Mr. J. Bowen Davies was called to the Bar by the Middle Temple in 1898. He joined the South Wales and Chester Circuit, took silk in 1926, and was elected a Bencher of the Middle Temple in 1930.

The Lord Chancellor has appointed WALTER SCOTT RAINEY, Esq., to be the Registrar of the Spilsbury County Court, as from the 15th May, 1933.

Mr. W. WILSON KENYON, Deputy Town Clerk of Wallasey, goes to Poole, Dorset, as Town Clerk. He went to Wallasey from Brighton in 1927, and was acting Town Clerk during the period between the death of Mr. George Livsey and the appointment of Mr. Emrys Evans. Mr. Wilson Kenyon was admitted a solicitor in 1920.

Woolwich Borough Council have appointed Mr. ALAN M. SMITH, of Chelmsford, as Deputy Town Clerk. Mr. Smith, who was admitted a solicitor in 1930, has been an assistant solicitor to the London County Council for the last three years.

Professional Announcements.

(2s. per line.)

MESSRS. THOROWGOOD, TABOR & HARDCASTLE, of 11 Copthall Court, Throgmorton-street, E.C.2, announce that they have taken into partnership as from the 1st June, 1933, Mr. ROBERT SPENCE WATSON POLLARD, a grandson of the late Mr. Robert Spence Watson, of Newcastle-on-Tyne, and who has been associated with them for some time. The name of the firm will remain unchanged.

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	GROUP I. MR. JUSTICE MAUGHAM. Witness. Part II.
		Mr.	Mr.	Mr.	Mr.
June	19	Hicks Beach	Ritchie	More	Ritchie
,,	20	Andrews	Blaker	Ritchie	*Andrews
,,	21	Jones	More	Andrews	More
,,	22	Ritchie	Hicks Beach	More	*Ritchie
,,	23	Blaker	Andrews	Ritchie	Andrews
,,	24	More	Jones	Andrews	More

DATE.		GROUP I. MR. JUSTICE BENNETT. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
June	19	*Andrews	*Hicks Beach	*Blaker	Jones
,,	20	*More	Blaker	*Jones	Hicks Beach
,,	21	*Ritchie	*Jones	*Hicks Beach	Blaker
,,	22	*Andrews	Hicks Beach	Blaker	Jones
,,	23	More	*Blaker	*Jones	*Hicks Beach
,,	24	Ritchie	Jones	Hicks Beach	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

TRINITY SITTINGS, 1933.

COURT OF APPEAL.

APPEAL COURT No. I.

Tuesday, 13th June.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Division, and if necessary, Appeals re The Workmen's Compensation Acts (from County Courts).

Appeals re The Workmen's Compensation Acts will be continued until further notice.

APPEAL COURT No. II.

Tuesday, 13th June.—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division and King's Bench Final Appeals.

King's Bench Final Appeals will be continued.

Admiralty Appeals will be taken on Monday, 19th June and following days.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice EVE.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Short Causes, Petitions, Further Considerations and Adjourned Summonses.
Wednesdays ..Adjourned Summonses.
Thursdays ...Adjourned Summonses.

Lancashire Business will be taken on Thursdays, the 22nd June, 6th and 20th July.

Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice MAUGHAM.

(The Witness List. Part II.)

Mr. Justice MAUGHAM will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice BENNETT.

(The Witness List. Part I.)

(*Actions, the trial of which, cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Companies (Winding up) Business.

Tuesdays .. / Wednesdays / Thursdays .. / Fridays .... } The Witness List. Part I.

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part II.)

Mr. Justice CLAUSON will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice LUXMOORE.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Bankruptcy Business.

Tuesdays .. / Wednesdays / Thursdays .. / Fridays .... } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 19th June and 10th July.

Bankruptcy Motions will be taken on Mondays, the 26th June and 17th July.

Before Mr. Justice FARWELL.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

A Divisional Court in Bankruptcy will sit on Mondays, the 3rd and 24th July.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Friday, 2nd June, 1933.

FROM THE CHANCERY DIVISION.

(Final List.)

For Judgment.

British Celanese Ltd v Courtaulds Ltd

FOR HEARING.

Agile (London) Ltd v Peters
Re Cottingham Cottingham v Cottingham
Re British Filograph Co Ltd Re Companies Act 1929
Harmer v Armstrong
Same v Same
Re Shepherd Smithem v Shepherd
James v Tees Conservancy Committee
Re Sunfruit Products Ltd Re Companies Act 1929

Woodrow v Long Humphreys & Co Ltd
Maule v Chown
The Performing Right Society Ltd v Hammond's Bradford Brewery Co Ltd
Re McCall McCall v Rodway
Re Hill's Trusts Claremont v Hill

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Divorce Rose v Rose
Same v Same
Divorce Addy v Addy (Neville, Co-Respondent)
Same v Same
Divorce Williams v Williams

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Debtor (No. 638 of 1930) Exparte The Debtor v The Petitioning Creditor and The Official Receiver
Re a Debtor (No. 167 of 1933) Exparte The Debtor v The Petitioning Creditor and The Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Divorce Beckett v Beckett (pt hd)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

FOR JUDGMENT.

Bastin v Godstone Rural District Council Young v Same
Marshall v Blackpool Corporation

FOR HEARING.

Lindsey v Carter & Aynsley Ltd
H Phillips & Co v Vereinigte Hutfabriken G.m.b.H.
Ruby Steamship Corporation Ltd v Commercial Union Assurance Co Ltd
G N Haden & Sons Ltd v Higgs & Hill Ltd
Withers v General Theatre Corporation Ltd
Morriss v Baines & Co Ltd
Hird v Sterckx
Smith v Clarke
Beck v D Estates Ltd
Re Agricultural Holdings Act 1923 Spreckley v Leicestershire County Council
Re Arbitration Act 1889 The Burnett Steamship Co Ltd v Joint Danube and Black Sea Shipping Agencies
Ferne v Hylton
British Russian Gazette & Trade Outlook Ltd v Associated Newspapers Ltd Talbot v Same
Same v Same
Crate v Cooper
V E Faber Trust Ltd v Newman
Playle v Davis
Wheeler v The New Merton Board Mills Ltd
British Motor Trust Co Ltd v Davis
Smith v Bouts Bros Ltd
French v Dean
Mead v Smith
Evans v Downer & Co Ltd
Neale v Love
The Universal Art Co Ltd v Spink
Blake v The G B Syndicate Ltd Major W T Blake Ltd (in liquidation) v Blake
Birks v The Crosville Motor Services Ltd
Camco (Machinery) Ltd v Wilkinson
Green v Rickman
Lyons v Cubbons Bros
Andrews Bros (Bournemouth) Ltd v Singer & Co Ltd
Murphy v Shilson
Walley v United Dairies (Wholesale) Ltd
Hart v Kamiya
Harris v Thompson
The Maple Flock Co Ltd v Universal Furniture Products (Wembley) Ltd
Guidice v Guildford Corporation
Burr v The Anglo-French Banking Corporation Ltd
Hiller v United Dairies (London) Ltd
Tidy v Battman
Sutherland v The Administrator of German Property
Winget Ltd v H Smith Bros
Knott v The London County Council
The King v The Minister of Transport Expte Grey Coaches Ltd
Re Arbitration Act 1889 Central Softwood Buying Corporation Ltd v White Sea Timber Trust
Dollar v Harrison King v Same
Brougham v Garland Smith & Co
Watson v Massey & Co (Covent Garden) Ltd
J & J Beaulah Ltd v Bushell Brothers Ltd
Shamrock Shipping Co Ltd v Kelley
Thomson v Simpson
Simpson v Charrington & Co Ltd
Morris v Pertrix Ltd
Jewson & Sons Ltd v Arcos Ltd
Ansdell v The Makorsi River Ranching Co Ltd
Pounder v London County Council
Honeywill & Stein Ltd v Larkin Bros (London's Commercial Photographers) Ltd
Roxburgh v Butler
Piddington v H W Nevill Ltd
Phillips v Edwards Same v Homan
Re Arbitration Act 1889 Barton v Blackburn
Rich v Ilford Ltd
Sandham v Astin
Killick v Wood & Rozelaar Ltd
Wingrove v Saywell
McArdle v Egan
Dunn v Ocean Accident and Guarantee Corporation Ltd
Da Costa v Janeshore Motors Ltd
Green v Moriarty
The King v Traffic Commissioners for the Yorkshire Traffic Area (Exparte Galley)
Coudert v Thos Cook & Son Ltd
Groves v Joseph Rodgers & Sons Ltd
Gordon v London General Omnibus Co Ltd
The King v The Assessment Committee of the City of Westminster (Exparte Black)
Hillen v I C I (Alkali) Ltd Pettigrew v Same
Coventry Corporation v Surrey County Council
The King v The Minister of Agriculture and Fisheries (Exparte The Port of London Authority)
The King v Same
The King v Same
Roberts v McCandlish
Lancashire Loans Ltd v Black
The King v The Minister of Transport (Exparte Upminster Services Ltd)

(Revenue Paper—Final List.)

Lewis v The Commrs of Inland Revenue
Southern (H M Inspector of Taxes) v A B
Same v A B Ltd
Solomon v Commrs of Inland Revenue Commrs of Inland Revenue v Solomon
Elliott (H M Inspector of Taxes) v Burn
The Assam Railways and Trading Co Ltd v The Commrs of Inland Revenue
Sinclair (H M Inspector of Taxes) v Cadbury Brothers Ltd Cadbury Brothers Ltd v Sinclair (H M Inspector of Taxes)
Attorney-General v De Trafford

(Interlocutory List.)

FOR JUDGMENT.

Jones v Birch Brothers Ltd (The Licenses and General Insurance Co Ltd Third Party)

FOR HEARING.

Ogden v London Electric Railway Co
Allinson v Peter Jones Ltd
MacCarthy v Agard

FROM THE ADMIRALTY DIVISION.

(Final List.)

(With Nautical Assessors.)

Kaituna. 1930 –Folio 138. Owners of S.S. "Selje" v The Union Steamship Co of New Zealand (Kaituna)
Same v Same
"British Inventor." 1933—Folio 18 The Owners, Master and Crew of Steam Tug "Atlantic Cock" and George Henry Miller v The Owners of Motor Ship "British Inventor," Cargo and Freight
Scheldestad. 1932—Folio 257. The Owners, Masters and Crew of Salvage Vessels "Man Breadt" and "Seefalke" v The Owners of S.S. "Scheldestad" Cargo and Freight

(Interlocutory List.)

"Baarn." 1932 — Folio 30 Owners of S S "Bio Bio" v Dutch Steamship "Baarn"
Same v Same

RE THE WORKMEN'S COMPENSATION ACTS.

(From County Courts.)

Baveridge v Robert Stephenson & Co Ltd
Woodhouse v The Turnerised Roofing Co Ltd
Laurie v Unit Construction Co Ltd
Scott v Pearson and Dorman Long & Co Ltd
Same v Same
The Bolsover Colliery Co Ltd v Oxcroft Colliery Co Ltd
McGroder v New Zealand Shipping Co Ltd
Faulkner v Dunnington Laundry Ltd.
Lander v The British United Shoe Machinery Co Ltd
Jackson v The Union Castle Mail Steamship Co Ltd
Bacon v A W Wills & Sons Ltd
Bujard v Gaudin
Newman v H & G Thynne Ltd
Ellis v Votty & Bowydd Slate Quarry Co Ltd
Ingham's Thornhill Collieries Ltd v Barstow
Kirkham v Webb & Corbett Ltd
Smeaton & Sons Ltd v Taylor
Breen v Morgan Crucible Co Ltd

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I:—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II:—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

TRINITY SITTINGS, 1933.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

The Witness List Part I will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part II will be taken by Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice EVE.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice FARWELL.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Trinity Sittings Paper.

Set down to 2nd June, 1933.

Mr. Justice EVE and

Mr. Justice FARWELL.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice EVE.

FOR JUDGMENT.

Witness List. Part II.

Re The Marina Theatre Ltd
Re The Companies Act 1929

FOR HEARING.

Retained Matters.

Re Courage's Settlement Courage v Williams (with witnesses) (pt. hd—s.o. to June 19) (in camera)
Egerton v Browell
Barclays Bank Ltd v Cunningham
Re Klombies Klombies v Public Trustee

Short Causes.

Re The Ladies Lyceum Club Ltd Saward v The Company
Airedale Collieries Ltd v Bowes
Parry v James Davies & Co Ltd
Molins v Universal Tobacco Co Ltd

Procedure Summons.

Boxfoldia Ltd v Britannia Folding Box Co Ltd

Further Consideration.

Jones v Balcombe

Before Mr. Justice FARWELL.

Retained Matters.

Adjourned Summons.

Re Boyer Neathercoat v Lawrence (pt hd)

Witness List. Part I.

Aronson v The London and Northern Trading Co Ltd

Witness List. Part II.

Great Grimsby Street Tramways Co v Cleethorpes Urban District Council

Short Cause.

Kerr v Bragg

Further Consideration.

Re Caldwell The Railway Clearing House Clerks Co-operative Supply Society Ltd v Reed

Mr. Justice Eve and

Mr. Justice FARWELL.

Adjourned Summonses and Non-Witness List.

Adjourned Summonses.

Re Bell Martins Bank Ltd v B ll
Re South Metropolitan Gas Co's Trade Mark No. 321,951
Re The Trade Marks Acts 1905-1919
Attorney-General v Cornwall County Council
Re Jackson Hall v Young
Re Laye Hall v Laye
Re Hayward Hayward v Hayward
Re Parker Raby v Parker
Re Gill's Settlement Eddison v Ainsworth
Re de Nicols Baker v Ackerley
Re de Nicols Burgess v Ackerley
Re de Nicols Posford v Ackerley
Re Wright Prentice v O'Reilly
Re Baker Baker v Burton
Re West's Settlement Brown v Preston
Re Franklin Franklin v Drinkwater
Re Twinberrow National Provincial Bank Ltd b Twinberrow
Re Maybury Maybury v Lockett
Re Challoner De Salis v De Salis
Re Wavertree Rutherford v Walker
Panagakis v Belcher Ltd
Re Evans Thomas v Evans
Re Garbett Smith v Garbett
Re Corfield Glanville v Clarke
Re Collings Jones v Collings
Re Quarterly Dividends Ltd Depositors Reserve Fund Trusts Sendell v Terry
Re Smith Fieldwick v The Middlesex Hospital
Re Jones Jones v Jones
Re Sutcliffe Alison v Alison
Re Evans Davies v Evans
Re Hobson Dunhill v Mills
Re Bloomfield Public Trustee v Attorney-General
Re Potter Hickman v Potter
Re de Trafford's Trusts Bretherton v de Trafford
Re Lamb Marston v Chauvet
Re Mangles' Settlement Norman v Hurley
Re Peizer Public Trustee b Peizer
Re Cory Cory v Macdonald
Re Higgins Helder v Fletcher
Re Price Williams v Lewis
Re Davey's Articles of Partnership Davey v Jones
Re Marsh-Edwards' Lease Vizard v Marsh-Edwards

Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

Witness List. Part II.

Before Mr. Justice MAUGHAM.

Assigned Matter.

Re Guardianship of Infants Acts 1886 1925 Doyle v Vickers

Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

Witness List. Part II.

Re Sharman Sharman v Sharman (fixed for June 13)
Cornish Kaolin Ltd v Varcoes China Clays Ltd (not before June 20)
Marconi's Wireless Telegraph Co Ltd v J B Cramer & Co Ltd (not before Michaelmas)
Marconi's Wireless Telegraph Co Ltd v Philco Radio and Television Corporation of Great Britain Ltd (not before Michaelmas)
Re Galinski Cohen v Galinsky
Dell'Elmo v British Sound Films Productions Ltd (restored) (s.o. for depositions)
Re Petition of Right of Liverpool Corporation
Marconi's Wireless Telegraph Co Ltd v Philips Lamps Ltd (fixed for June 13)
Re Craig Craig v Craig
Whatmough v Engine Research Co Ltd
Dagnall v British and Dominions Film Corporation Ltd
Re Barwick's Settlement Bray v Barwick (restored)
Rebuck v Klausner
Salaman v Channell
Gidea Park Ltd v Romford Urban District Council
Clifford Stead & Co Ltd v Cooper
Cooper v Clifford Stead & Co Ltd
Lockey v R W Munro Ltd
Re Kerr Kerr v Kerr
Barker v Smith
Todrick v Western National Omnibus Co Ltd
Winzer v Kingsbridge Rural District Council
Wembley Laundry Ltd v Universal Furniture Products (Wembley) Ltd
Crofts v The Unique Service
Somerlite Ltd v Brown
Re Somerlite Ltd's Registered Trade Mark No. 520004 Re Trade Marks Acts 1915 to 1919
Brown v Brown
Makepeace v Lower
Re Steward Steward v Steward
The Warwickshire Coal Co Ltd v Coventry Corporation
Ricardo v Rootes Ltd
Re Cohen's Settlement Cohen v Cohen
Whitaker v The Londesborough Theatre and Picture House (Scarborough) Ltd
Barclays Bank Ltd v Salbstein
Mountain v Waterman
L G Automatic Services Ltd v T B Brown Ltd
Lambournes (B'ham) Ltd v Caselloid Ltd
Perkins v Perkins
Watson v Churchouse

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Before Mr. Justice LUXMOORE.

Retained Actions.

Witness List. Part I.

Edwards v Littleton Collieries Ltd (restored) (to be mentioned June 13)
McEllins Chemicals Ltd v Berry Hill Collieries Ltd (to be mentioned)

Assigned Petitions.

Re Van Iterson and Kuyper's Letters Patent Re Patents and Designs Acts 1907–1928 (to be mentioned June 13)
Re Ochsner's Letters Patent No. 120941 of 1917 Re Patents and Designs Acts 1907–1932 (not before June 26)
Re Cofman-Nicorest's Letters Patent No. 118667 of 1917 Re Patents and Designs Acts 1907–1932 (not before July 3)
Re Thomson's Letters Patent No. 304372 Re Patents and Designs Acts 1907–1932

Before Mr. Justice BENNETT.

Retained Adjourned Summonses.

Re McDougall's Settlement McDougall v Bird (s.o. to July 4, in Camera)
Re Same Same v Same (same)

COMPANIES COURT

Petitions.

Alliance Bank of Simla Ltd (to wind up—ordered on December 21, 1931 to s.o. generally—liberty to restore)
Dwa Plantations Ltd (same—s.o. from March 27, 1933 to November 6, 1933)
Britivox Ltd (same—ordered on November 16th, 1931 to s.o. until action disposed of—liberty to restore)
Herbert Nicholls Ltd (same—s.o. from June 27, 1932 to April 30, 1934)
Max Mayer Ltd (same—s.o. from May 29, 1933 to October 9, 1933)
Talkie Weighing Machines Ltd (same—s.o. from May 29, 1933 to June 19, 1933)
London Clinic and Nursing Home Ltd (same—ordered on May 8, 1933 to s.o. generally—liberty to apply to restore)
Brixton Amusements Ltd (same—s.o. from April 10, 1933 to July 10, 1933)
Leonard Collins Ltd (same—s.o. from May 29, 1933 to June 19, 1933)
British Fanti Corporation Ltd (same—s.o. from May 22, 1933 to June 19, 1933)
T M R Ltd (same—s.o. from May 29, 1933 to June 26, 1933)
Dunmore Hotel Ltd (same—s.o. from May 22, 1933 to June 19, 1933)
I Weinreb Ltd (same—s.o. from May 29, 1933 to June 19, 1933)
Ladies Lyceum Club Ltd (same—s.o. to June 13, 1933—retained by Mr. Justice Eve)
Major & Godfrey Ltd (to wind up)
Monnobar British Construction Co Ltd (same)
Anderson Dental Depot Ltd (same)
Permoleum Floor Covering Co Ltd (same)
Furnishco (London) Ltd (same)
A K Jacobs Ltd (same)
L Benn & Co Ltd (same)
Tellanson & Co Ltd (same)
Lampstandard Manufacturers Ltd (same)
Marechal Ltd (same)
Seven O Seven Ltd (same)
Waldorf Furnishers Ltd (same)
Walton Gooddy & Cripps Ltd (same)
Fashion House (Liverpool) Ltd (same)
Farrar's Silks Ltd (same)
Clocks & Accessories Ltd (same)
Walter Powell (London) Ltd (same)
John & R Figburne Ltd (same)
F A Hudson Ltd (same)
Bates Concrete Manufacturing Co Ltd (same)
M Fisher Ltd (same)
Moscow Industrial Bank (same)
Carter & Lidstone (1927) Ltd (same)
Kino (Walton-on-Naze) Ltd (same)
Thames Valley Radio Service Ltd (same)
B & W Radio Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (same—ordered on December 8, 1930 to s.o. generally—liberty to restore)
H J Tuson & Sons Ltd (to confirm reduction of capital)
Charles Brown & Co Ltd (same)
Commercial & Agency Co of Egypt Ltd (same)
Lamlok Ltd (same)
John Branch Ltd (same)
Hallamshire Steel & File Co Ltd (same)
William Evans & Co Ltd (same)
J H Radford Ltd (same)
Griff Colliery Co Ltd (same)
Duke's Grain Warehousing Co Ltd (same)
Hosken Trevithick Polkinhorn & Co Ltd (same)
H Andrew & Co Ltd (same)
McClure Young & Co Ltd (same)
Berkeley Property & Investment Co Ltd (same)
Fisher's Foils Ltd (same)
Clayton Son & Co Ltd (same)
Ever Ready Trust Co Ltd (same)
Ritz Hotel Ltd (same)

Batu Caves Rubber Co Ltd (same)
James Watkinson & Sons Ltd (same)
Wm Hibberd & Co Ltd (same)
W Williams & Son (Bread Street) Ltd (same)
Furness-Houlder Argentine Lines Ltd (same)
Palladium Cinema (Ulverston) Ltd (same)
Mayfield Brothers Ltd (same)
Samuel Osborn & Co Ltd (same)
Becker & Co (1924) Ltd (same)
Hayes Candy & Co Ltd (same)
Walter Pollard (1923) Ltd (same)
Cadogan Investments Ltd (same)
Wheeler Son & Killpack Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Incorporated Secretaries Association Ltd (same)
British India Steam Navigation Co Ltd (same)
Tug Coaling Syndicate Ltd (same)
British Advent Missions Ltd (same)
London & Paris Steamship & Investment Co Ltd (same)
Slate Slab Products Ltd (to sanction scheme of arrangement—ordered on October 13th 1931 to s.o. generally—liberty to restore)
Dorricotts Ltd (to sanction scheme of arrangement)
Langkon North Borneo Rubber Ltd (same)
Grace Brothers & Co Ltd (same)
Eddison Steam Rolling Co Ltd (same)
Adelaide Electric Supply Co Ltd (same)
Leopoldina Railway Co Ltd (same)
Michael Whitaker Ltd (to sanction scheme of arrangement and to confirm reduction of capital)
B. Vickerman & Sons Ltd (same)
Colchester Brewing Co Ltd (sec 155)
Queen's Club Garden Estates Ltd (sec 155)
Western Mansions Ltd (sec 155)
Metallic Seamless Tube Co Ltd (sec 155)
Chesterfield Tube Co Ltd (sec 155)
British Italian Banking Corporation Ltd (sec 155)
E W Rudd Ltd (to confirm reorganisation of capital)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931 to s.o. generally—liberty to restore—retained by Mr Justice Maugham)
Braceborough Spa Ltd

Adjourned Summonses.

City Equitable Fire Insce Co Ltd (appln of Liverpool and London and Globe Insce Co Ltd—ordered on April 8th, 1930, to s.o. generally—liberty to restore—retained by Mr Justice Maugham)
Orchorsol Sound Reproduction Ltd (appln of T Froude—with witnesses—ordered on November 11th, 1932, to s.o. generally)
Marina Theatre Ltd (appln of F H Cooper—with witnesses)
W Smith (Antiques) Ltd (appln of Liquidator—with witnesses—ordered on December 8th, 1932, to s.o. generally)
Broad Street Press Ltd (appln of T H Hannigan & M Hannigan—fixed for June 13th, 1933—retained by Mr Justice Eve)
Pinders Ltd (appln of J F Cunningham)
Braceborough Spa Ltd (appln of G Turquand—with witnesses)
Nickoll & Knight Ltd (appln of City of London Real Property Co Ltd)
S Bersi & Co Ltd (appln of Liquidator)
J R Hunt & Co Ltd (appln of North British Rubber Co Ltd)
British Foreign & Colonial Corpn Ltd (appln of R T Marsh-with witnesses)
Saturday Review Newspapers (appln of G H Pinckard—with witnesses)
Scottish Coal Products Ltd (appln of M Macbean)
Balfour Fur Manufacturing Co Ltd (appln of Official Receiver and Liquidator—with witnesses)
Bennet Burleigh Ltd (appln of J W Webster)
Walter Symons Ltd (appln of T D Cocke)
Watkins & Laing Ltd (appln of C H Davis—with witnesses)
Aeroto Ltd (appln of Lightalloys Ltd—with witnesses)
Blue Cross Ltd (appln of Lombard Joint Stock Trust Ltd—with witnesses)
Beni-Felkai Mining Co Ltd (appln of H M Attorney-General)

Mr Justice LUXMOORE and Mr Justice BENNETT.

Chancery Division

Witness List. Part I.

The Savoy Hotel Ltd v Whitworth (not before June 30)
Re Married Women's Property Acts 1882-1907 Payne v Payne (not before June 20)
Andersen v Lloyds Bank Ltd
Collins v Weinreb
Davis v Wright
Squire v Squire
London & Northern Properties (Eyre Court) Ltd v Hughes
The Company of Proprietors of Loftsome Bridge v East Yorkshire Motor Services Ltd
Scrivener v Elkington
Re Stewart Cabrera v Meaby
Kino v Tillyer
Herbert v Bretherton
Williams v The Southern Railway Co
Re Oliver Oliver v Oliver
Re Same Same v Same
Arnold v Gelman
Doward v Doward
Banks v Wood
Re Barclay Morris v Barclay
Nitrate Railways Co Ltd v Griffin
Steele v Ward & Boss Ltd
Re Galloway's Settlement Galloway v Galloway
Evans v Wood
Peters v Peters (not before July 15)
The Performing Right Society Ltd v Hawthorns Hotel (Bournemouth) Ltd
Bristow v Hassett
Re Vanstone Richards v Vanstone
Re S Kain & Co Ltd Re The Companies Act 1929
Richardson v Harvey
Mulley v Pollin
Turner v Turner
Re Ealand Ealand v Ealand
Rhodes v Whiteley
Howe v Nordon
Hedger v Cronin
The British Aerotechnical Co Ltd v Singer & Friedlander
Goodchild v Cakebread
Farbstein v Speed
Smith v Toop
Re Rigby Rigby v Rigby
Albion Securities Ltd v Beattie
Lorel Optical Co Ltd v Goldberg (restored)
Vicary v MacElwee
Westminster Bank Ltd v Gaunt
Howell v Craven Same v Mumford
Shelton v Dyer
Palmer v Bladen Dairies Ltd
Re Finch Finch v Harris
Re Roessler Roessler v Roessler (restored)
Richardson Glover & Case v Birkin
Blakeley v Mortimer
Nurse v Felpham Beach Ltd
Fairbairn v Same
Consolidated Entertainments Ltd v Needham
Re Pegglesworth Estate Trusts Payne v Bowen
F W Woolworth & Co Ltd v Casey
Re Dixon Goodson v Dixon
Genet v Johnson
Re Octron Ltd's Agreement Octron Ltd v Neutron (1927) Ltd
Hitchin v Gee
J C Williamson Ltd v Julian Wylie Productions Ltd (not before June 19)
Re Tailby Tailby v Quick
Evans v de Pinna
Leigh v Leigh
Re Trade Marks Acts 1905-1919 Re Amplion (1932) Ltd's Trade Mark No 465534
Reason v Paterson
Lewis v Bellamy
Stimson v Gibson
Hunter v Hunter
Smith Bartlett & Co v British Pure Oil, Grease & Carbide Co Ltd
Langtree v Wilkinson
Knight v Norwood Auto's Ltd
Leberman v Reynolds

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 2nd June, 1933.

APPEALS from County Courts to be heard by a DIVISIONAL COURT sitting in Bankruptcy.

Nil.

MOTIONS IN BANKRUPTCY for hearing before the Judge.

Re Chaworth-Musters, W E E Exparte The Trustee v Usman Ghani (not before 17th July 1933)
Re Beecham, Sir T Exparte William Littlejohn Philip v The Trustee
Re Tooth, A Exparte The Trustee v Vivian Artemus Tooth
Re Marin, M & H Exparte The Trustee v Joe Marin
Re Joseph, H Exparte The Trustee v Frederick Edgar Richards
Re Joseph, H Exparte The Trustee v Fanny Henrietta Joseph
Re Arthur Wheeler & Co Exparte The Trustee v B E Kirby (married woman) and H E Grainger (Respondents in a representative capacity)

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

Mayor &c of Gillingham v Mayor &c of Rochester
The King v Mayor &c of the Borough of Shoreditch (Exparte Liptons Ltd)
The King v Assessment Committee for the Borough of Shoreditch (Exparte Saml Hanson & Son Ltd)
London County Council v Montague Burton Ltd
Pontin v Price
Matthews v King and ors
Dowle v Howard
Thomas v Lewis
Thomas v Thompson
The King v Registrar of Whitehaven and Millom County Court and ors (Exparte Wellington Colliery Joint Committee)
Charles v Davies
Goodwin Foster Brown Ltd v The Derby Corporation
Australian Steamship Proprietary Ltd v John Lewis & Sons Ltd
The King v General Commissioners for Income Tax for West Bucklow (Exparte Puritan Tanneries Ltd)
Mabbutt v Mann
Higinbotham v Brydges

CIVIL PAPER—For Hearing.

Wood v Kenworthy (Canterbury County Court)
Coke v Coke
Williams and ors v Nevills Dock and Railway Co Ltd (Llanelly County Court)
Phillips v Copping
Mayor &c of Metropolitan Borough of Battersea v Frank F Fowler Ltd (Battersea County Court)
Myers v Brent Cross Service Co (Willesden County Court)
Jones v Coplans
Coplans v Jones
Winter v C & A Modes Ltd (Whitechapel County Court)
Medlock v McDonald (Mayor's and City of London Court)
Scoggins v Rush (Brentford County Court)
Queen Anne's Bounty v Thorne (Salisbury County Court)
Sharman v Whitelock (Bow County Court)
Porthcawl Recreations Ltd v Atkinson and wife (Bridgend County Court)
Porthcawl Recreations Ltd v Brinkley and ors (Bridgend County Court)
Abbey Road Building Society v Pearson and Howes (Canterbury County Court)
Zaloudek v Lancaster (Conway County Court)
Wrangham v Bodie
Birch Bros Ltd v Barnes Ltd (Wandsworth County Court)
Portman Building Society v Evans
Layton v Rickett (Bow)
Wells v Goodman (Kingston County Court)
In re Solicitors v Appeal by Lancegaze Safety Glass Ltd
Mayor etc. of Poole v Greatrex and anr (Poole County Court)
Young and White v Pyne (Portsmouth County Court)
Knowles and anr v Job and anr (Wandsworth County Court)
Shrank v Lewis and ors (Shoreditch County Court)
Ellis and anr v Horn (Great Grimsby County Court)
Bowring v Manor Motor Co Ltd (West London County Court)
Hathern Industrial Co-operative Society Ltd v Beckett (Loughborough County Court)
The Bedwas Navigation Colliery Co. (1921) Ltd v The Executive Board
Bramham & Gale v Lupten (Leeds County Court)
Morris and anr v Skinner (Lambeth County Court)

Ruchbrook and anr v Burnett (Nottingham County Court)
Davies v Mayor etc. of Huddersfield (Huddersfield County Court)

SPECIAL PAPER.

Grain Union Co S A Antwerp v Hans Larsen A S Aalborg (Coml, June 16)
Pintus v Anglo Czechoslovak and Prague Credit Bank,
Cory Brothers & Co Ltd. v The Universe Petroleum Co Ltd (Coml, July 14)

MOTION FOR JUDGMENT.

Shipping & Forwarding Ltd v John Gadd (Colour & Chemical Agencies) Ltd (New Procedure, Swift, J, June 13)

APPEALS UNDER THE HOUSING ACTS, 1925 AND 1930.

London County Council (Ellen Street No 1) Order 1932 Application of Ellen Street Estates Ltd
London County Council (Ellen Street No 2) Order, 1932 Application of Ellen Street Estates Ltd
London County Council (Ellen Street No 1) Confirmation Order, 1933 Application of Rachel Mansleid
London County Council (Ellen Street No 2) Confirmation Order, 1933 Application of Rosa King

REVENUE PAPER.—Cases stated.

T Haythornthwaite & Sons Ltd and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Compagnie Air Union and R B Wilson (H M Inspector of Taxes)
E W C Corry and C J Robinson (H M Inspector of Taxes) C J Robinson (H M Inspector of Taxes) and E W C Corry
C J Robinson (H M Inspector of Taxes) and E W C Corry E W C Corry and C J Robinson (H M Inspector of Taxes)
Lieut-Commander C E Lambe R N and Commrs of Inland Revenue
International Power and Paper Co of Newfoundland and Commrs of Inland Revenue
A T V Wareham and A A Wylie (H M Inspector of Taxes)
Frederick John Nettlefold and Commrs of Inland Revenue Commrs of Inland Revenue and Frederick John Nettlefold
Commrs of Inland Revenue and Frederick John Nettlefold Frederick John Nettlefold and Commrs of Inland Revenue
Convent of the Blessed Sacrament, Brighton and Commrs of Inland Revenue
H & G Kinemas Ltd and H G Cook (H M Inspector of Taxes)
E S Davies (H M Inspector of Taxes) and Lilian Braithwaite
"Nora Crampton" and F A Edge (H M Inspector of Taxes)
Golden Horse Shoe (New) Ltd and Walter William Thurgood (H M Inspector of Taxes)
The Scholl Manufacturing Co Ltd and S R Dealler (H M Inspector of Taxes)
N F Stewart (H M Inspector of Taxes) and The Normanby Estate Co Ltd
Huntley & Palmers Ltd and J McHarg (H M Inspector of Taxes) J McHarg (H M Inspector of Taxes) and Huntley & Palmers Ltd
Aldwarke Co Ltd v Commissioners of Inland Revenue
Sir James B Henderson and B Archer (H M Inspector of Taxes)
Frederick Handley Page and W Butterworth (H M Inspector of Taxes)
The Corporation of Birmingham and P Barnes (H M Inspector of Taxes)
Commissioners of Inland Revenue and Veitch & Co
R R Heastie (H M Inspector of Taxes) and Veitch & Co
Watson & Everitt and G B Blunden (H M Inspector of Taxes)
Harold Denny and Charles Arundel Reed (H M Inspector of Taxes)
Addison Denny and Charles Arundel Reed (H M Inspector of Taxes)
Executors of J Talbot Clifton dec and T Jones (H M Inspector of Taxes)
Joe Kaye & Co and S B Kekewich (H M Inspector of Taxes)
John Edward Magraw and S W Lewis (H M Inspector of Taxes)

SPECIAL CASE.

Attorney-General and Mayor, Aldermen and Burgesses of the County Borough of Southport

ENGLISH INFORMATIONS.

Attorney-General and Lloyds Bank Ltd
Attorney-General and Florence Annie Baroness Trent of Nottingham

DEATH DUTIES—Showing Cause.

In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

PETITIONS UNDER THE FINANCE ACT, 1894.

In re Sir William Thomas Paulin, dec
In re Percy Crossman, dec

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A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 29th June, 1933.

	Div. Months.	Middle Price 14 June 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109¼	3 13 1	3 8 3
Consols 2½%	JAJO	73½	3 8 0	—
War Loan 3½% 1952 or after	JD	99	3 10 8	—
Funding 4% Loan 1960-90	MN	110	3 12 9	3 8 6
Victory 4% Loan Av. life 29 years	MS	109	3 13 5	3 10 0
Conversion 5% Loan 1944-64	MN	116½	4 5 10	3 3 11
Conversion 4½% Loan 1940-44	JJ	109½	4 2 2	2 19 6
Conversion 3½% Loan 1961 or after	AO	99¼	3 10 6	—
Conversion 3% Loan 1948-53	MS	98	3 1 3	3 2 8
Conversion 2½% Loan 1944-49	AO	93	2 13 9	3 1 3
Local Loans 3% Stock 1912 or after	JAJO	85½	3 10 2	—
Bank Stock	AO	337½	3 11 1	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76	3 12 4	—
India 4½% 1950-55	MN	105	4 5 9	4 1 9
India 3½% 1931 or after	JAJO	79½	4 8 1	—
India 3% 1948 or after	JAJO	68	4 8 3	—
Sudan 4½% 1939-73	FA	110	4 1 10	2 10 4
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	104	4 16 2	4 11 2
Canada 3½% 1930-50	JJ	98	3 11 5	3 13 2
*Cape of Good Hope 3½% 1929-49	JJ	99	3 10 8	3 11 8
Natal 3% 1929-49	JJ	94	3 3 10	3 10 0
New South Wales 3½% 1930-50	JJ	92	3 16 1	4 3 4
*New South Wales 5% 1945-65	JD	103	4 17 1	4 13 4
*New Zealand 4½% 1948-58	MS	104	4 6 6	4 2 8
*New Zealand 5% 1946	JJ	107	4 13 5	4 5 9
*Queensland 4% 1940-50	AO	99	4 0 10	4 1 8
*South Africa 5% 1945-75	JJ	110	4 10 11	3 18 9
*South Australia 5% 1945-75	JJ	104	4 16 2	4 11 2
Tasmania 3½% 1920-40	JJ	98	3 11 5	3 17 1
Victoria 3½% 1929-49	AO	93	3 15 3	4 2 0
*W. Australia 4% 1942-62	JJ	99	4 0 10	4 1 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	84	3 11 5	—
Birmingham 4½% 1948-68	AO	113	3 19 8	3 7 8
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	84	3 11 5	—
Manchester 3% 1941 or after	FA	84	3 11 5	—
Metropolitan Consd. 2½% 1920-49	MJSD	93	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	87	3 9 0	3 10 0
Do. do. 3% "B" 1934-2003	MS	88	3 8 2	3 9 1
Do. do. 3% "E" 1953-73	JJ	94	3 3 10	3 5 5
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	85	3 10 7	—
*Stockton 5% 1946-66	JJ	114	4 7 9	3 12 6
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	103½	3 17 4	—
Gt. Western Rly. 5% Rent Charge	FA	114½	4 7 4	—
Gt. Western Rly. 5% Preference	MA	88½	5 13 0	—
‡L. & N.E. Rly. 4% Debenture	JJ	85½	4 13 7	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	71½	5 11 11	—
London Electric 4% Debenture	JJ	101½xd	3 18 10	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	92½xd	4 6 6	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	80½	4 19 5	—
Southern Rly. 4% Debenture	JJ	100½xd	3 19 7	—
Southern Rly. 5% Guaranteed	MA	109½	4 11 4	—
Southern Rly. 5% Preference	MA	93½	5 6 11	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡ These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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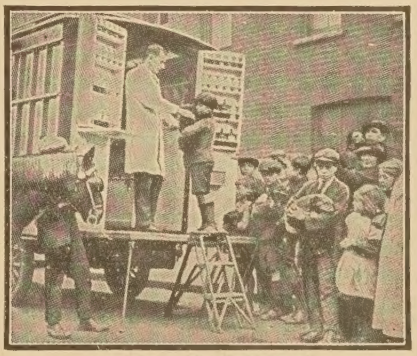

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